



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

REQUEST FOR PROPOSALS No. 25-04-018

FOR

WELLBEING SERVICES FOR YOUTH AND FAMILIES

**Prepared By
County of Los Angeles**

April 7, 2026

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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 Solicitation Requirements Review (SRR) Request:** Transmittal form 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 SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFP Release Date	April 7, 2026
RFP Contact	Mireille Nseir, Contract Analyst Wellbeing@dcfs.lacounty.gov
Deadline to Submit a Request for a Solicitation Requirements Review (Refer to Paragraph 10.1)	April 21, 2026
Written Questions Due	April 30, 2026 -12:00 PM Pacific Standard Time (PST)
Mandatory Virtual Proposers' Conference (Refer to Paragraph 8.3)	May 6, 2026
Questions and Answers Released via Addendum (Subject to change at County's sole discretion)	On or about May 20, 2026
Proposals Due to: Wellbeing@dcfs.lacounty.gov	On or before June 11, 2026 – 12:00 PM, PST
Anticipated Contract Term	The anticipated contract term is July 1, 2027, through June 30, 2028, with two (2) optional one-year extensions, effective July 1, 2028, through June 30, 2030.
Minimum Mandatory Requirements	<ol style="list-style-type: none"> 1. Proposer must submit their Proposal by 12:00 PM, PST, on June 11, 2026. 2. Proposer must have attended the Mandatory Proposers' Conference identified in Paragraph 8.3 (Mandatory Proposer's Conference). 3. Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes or public entity and be tax

	<p>exempt under 501(c)3 of the Internal Revenue Code.</p> <ol style="list-style-type: none"> 4. Must not be suspended, debarred, ineligible, or excluded from securing federally, State, or locally funded contracts. 5. Must have three (3) years of experience within the last five (5) years providing support services to Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning, Intersex, Asexual, Two-Spirit+ (LGBTQIA2S+) youth and/or families in the Service Planning Area(s) (SPA) the agency intends to provide services. Proposer must demonstrate experience collaborating with community-based organizations, government agencies, or stakeholders to ensure comprehensive and coordinated support for LGBTQIA2S+ youth and/or families support services. 6. 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. Attach a list of the training topics, courses, and/or catalog in the Business Proposal. 7. 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. Attach a copy of the policies and procedures in the Business Proposal. 8. If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-
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	<p>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 (6) 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.</p>
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2.0 INTRODUCTION

- 2.1** The Los Angeles County Department of Children and Family Services (DCFS) is issuing this Request for Proposals (RFP) to solicit proposals for a total of eight (8) contracts to organizations to provide Wellbeing Services for Youth and Families. This program will provide critical services and resources to children, youth, caregivers and families throughout Los Angeles County with a targeted focus on LGBTQIA2S+ youth.
- 2.2** 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.

3.0 PURPOSE

3.1 Statement of Work (SOW)

Contractor must adhere to the requirements outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) of this RFP.

3.2 Sample Contract: County Terms and Conditions

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

3.2.1 Anticipated Contract Term

The initial contract term is anticipated to be for a period of one year, and is expected to commence on July 1, 2027, through June 30, 2028, following the Board of Supervisors' (Board) award. There are two one-year optional extensions, at the County's sole discretion, from July 1, 2028, through June 30, 2030. Once approval is obtained from the Board, the DCFS Director or designee has the authority to execute the optional extensions.

3.2.2 Contract Rates

3.2.2.1 The Contractor's rates listed on Appendix A (Sample Contract) and Exhibit B (Pricing Sheet) remain firm and fixed for Tables A, E and F and are reimbursable up to the Maximum Amount specified in Table B, C and D for the term of the contract.

3.2.2.2 The Maximum Annual Contract Amount for each contract will be \$460,000, financed using eighty seven percent (87%) net County funds and thirteen percent (13%) 2011 State Realignment funds.

3.2.2.3 Contract Awards

The number of contracts will be limited to one (1) per SPA (Exhibit I, Los Angeles County Service Planning Areas Map),

with a total of eight (8) contracts. The County reserves the right to limit the number of contracts to four (4) for any agency that submits a proposal for this solicitation in order to:

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

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

3.2.3 Days of Operation

Contractors will be required to provide Wellbeing Services for Youth and Families Monday through Friday from 8:00 am to 10:00 pm PST, including [County-recognized holidays](#), and Saturday and Sunday from 8:00 am to 5:00 pm to maximize support for participants and ensure office access.

3.2.4 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).

4.0 MINIMUM MANDATORY 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 the firm submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

- 4.1** Proposer must submit their Proposal by 12:00 PM, PST, on June 11, 2026.
- 4.2** Proposer must have attended the Mandatory Proposers' Conference identified in Paragraph 8.3 (Mandatory Proposer's Conference).
- 4.3** 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.
- 4.4** Must not be suspended, debarred, ineligible, or excluded from securing federally, State, or locally funded contracts.

- 4.5 Must have three (3) years of experience within the last five (5) years providing support services to LGBTQIA2S+ youth and/or families in the SPA(s) the agency intends to provide services. Proposer must demonstrate experience collaborating with community-based organizations, government agencies, or stakeholders to ensure comprehensive and coordinated support for LGBTQIA2S+ youth and/or families support services.
- 4.6 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. Attach a list of the training topics, courses, and/or catalog in the Business Proposal.
- 4.7 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. Attach a copy of the policies and procedures in the Business Proposal.
- 4.8 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 (6) 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.

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 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.

5.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board 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.

5.3 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 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.

5.4 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.

5.5 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.

5.5.1 Contractor must 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 County Project Manager immediately.

5.5.2 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.

6.0 NOTIFICATION TO PROPOSERS

6.1 Public Records Act

6.1.1 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) the Department receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and 3) the Department 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".

6.1.2 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.

6.1.3 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.

6.2 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: Mireille Nseir, Contract Analyst
Email Address: Wellbeing@dcs.lacounty.gov

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

Proposers are encouraged to monitor the DCFS website and Social Media Webpages at:

DCFS Website: <https://contracts.dcs.lacounty.gov/>
Instagram: <https://www.instagram.com/LACountyDCFS/>
Facebook: <https://www.facebook.com/lacountydcs/>

The Los Angeles County website is:

<https://camisvr.co.la.ca.us/LACoBids/BidLookUp/OpenBidList>

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.

6.3 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: <https://camisvr.co.la.ca.us/webven>.

6.4 Protest Policy Review Process

6.4.1 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 6.4.3 (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 Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

6.4.2 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.

6.4.3 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:

6.4.3.1 Solicitation Requirements Review (referenced in Paragraph 10.1)

6.4.3.2 Disqualification Review (referenced in Paragraph 10.2)

6.4.3.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

6.4.3.4 County Independent Review (referenced in Paragraph 10.4)

6.5 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).

6.6 Determination of Proposer Responsibility

6.6.1 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.

6.6.2 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.

6.6.3 The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, 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.

6.6.4 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 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.

6.6.5 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.

6.6.6 These terms will also apply to Subcontractors of Proposers on County contracts.

6.7 Proposer Debarment

6.7.1 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board 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 propose Subcontractors of Proposers on County contracts.

6.7.2 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/>.

6.8 Improper Considerations

6.8.1 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.

6.8.2 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 to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

6.8.3 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.

6.9 County Lobbyist Ordinance

The County 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.

6.10 Consideration of GAIN/START Participants for Employment

6.10.1 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 Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START 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/START participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

6.10.2 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.

6.11 Jury Service Program

- 6.11.1** 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.

- 6.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). 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.

6.12 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 (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 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

6.13 Charitable Contributions Compliance

- 6.13.1** 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 with the Registry of Charitable Trusts, which is

maintained by the California Attorney General's Office. The 2004 Nonprofit Integrity Act, as approved and codified in [California Government Code, Sections 12580-12599.10](#), 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.

6.13.2 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). A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.

6.13.3 Prospective County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) 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](#)).

6.14 Defaulted Property Tax Reduction Program

6.14.1 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 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.51 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (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.

6.14.2 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 ([County Code Chapter 2.202](#)).

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

6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

- 6.15.1 On October 4, 2016, the County 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.

- 6.15.2 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 8.53 (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.

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

- 6.16.1 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).

- 6.16.2 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.

- 6.16.3 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.

- 6.16.4 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.

6.17 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices

- 6.17.1** On May 29, 2018, the County 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](#). Additionally, on February 27, 2024, the County adopted Los Angeles County Code [Chapter 8.300](#) (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.
- 6.17.2** 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](#) and [Chapter 8.300](#) of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Contract.
- 6.17.3** Further, Contractors are required to comply with the requirements under [Section 12952](#) and Los Angeles County Code [Chapter 8.300](#) for the term of any contract awarded pursuant to this solicitation.

6.18 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 Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

6.19 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer’s CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Proposers must document 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 efforts available to the County upon request.

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.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at 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.

6.20 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$500 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

7.0 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

- 7.1.1** The County has three (3) preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board 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.
- 7.1.2** 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 Paragraphs 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website at: https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
- 7.1.3** 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.
- 7.1.4** 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.

7.2 Local Small Business Enterprise (LSBE) Preference Program

- 7.2.1** 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](#).
- 7.2.2** The business must be certified by the County prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
- 7.2.3** 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 County with their proposal.

7.3 Social Enterprise (SE) Preference Program

7.3.1 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](#).

7.3.2 The business must be certified by the County, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

7.3.3 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.

7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

7.4.1 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](#).

7.4.2 The business must be certified by the County, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

7.4.3 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 County with their proposal.

7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice, which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

8.1 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 Department's sole judgment, and their judgment will be final. All proposals must be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFP by e-mail to: Mireille Nseir, Contract Analyst at: Wellbeing@dcfs.lacounty.gov. All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

8.2.2 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.

8.2.3 Written questions received by 12:00 PM on April 30, 2026, will be read and answered during the Question and Answers segment of the Proposers' 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.

8.3 Mandatory Virtual Proposers' Conference

8.3.1 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:

**May 6, 2026
9:00 am to 12:00 pm PST**

The detailed information regarding the Proposer's Conference will be posted on the following DCFS and County sites on or about April 7, 2026: <https://contracts.dcfs.lacounty.gov/> and <https://camisvr.co.la.ca.us/LACoBids/BidLookUp/OpenBidList>.

8.3.2 Proposers will be required to sign in with their first and last name, the name of the agency that they are representing, and their email address

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.

8.4 Preparation of the Proposal

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal, via electronic mail (e-mail) to: Wellbeing@dcfs.lacounty.gov by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All proposals must be submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

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

Proposers must submit two (2) electronic Adobe Portable Document Format (PDF) files in their proposal submission email(s) as follows:

8.4.1.1 Business Proposal (Cover Page/Narrative, Required Forms, Exhibits 1 through 9 and Exhibit 13, Declaration, two (2) years of Audited Financial Statements);

8.4.1.2 Cost Proposal (Cover Page/Narrative, Exhibits 10, 11, and 12);

The electronic files must be titled as follows: A Wellbeing Services for Youth and Families RFP #25-04-018, the organization's name, the SPA where the Proposer plans to provide services; if submitting more than one (1) proposal, your SPA preference (example: Wellbeing Services for Youth and Families RFP #25-04-018, Organization Name, SPA 7, Preference 2).

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

8.4.3 Proposer must submit separate proposals for each SPA they are planning to provide services in. For example, if proposer submits two (2) proposals for two (2) different SPAs, two (2) separate submissions are required for each of the two (2) proposals, which must include a copy of the Business Proposal and the Cost Proposal as listed Paragraph 8.8 (Proposal Submission) of this RFP.

Each Proposer can submit proposals for up to four (4) SPAs and must clearly label their order of preference for each SPA in the title of the email submission.

8.5 Business Proposal Requirements and Evaluation Criteria (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:

8.5.1 Table of Contents

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

8.5.2 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide the Department with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

8.5.3 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 paragraph.

8.5.3.1 Proposer's Background and Experience (Section B.1) (10% - 1000 Maximum Points)

8.5.3.1.1 Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity.

8.5.3.1.2 Additionally, Proposer must include a list containing all public entities contracts for the last three (3) years where the same or similar scope of services was provided. Proposer's completed form Exhibit 7 (List of Public Entities), 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.

8.5.3.1.3 Proposer must describe their experience in providing social services using an equity lens to Wellbeing Services for 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; and B) education systems,

medical providers, other Los Angeles County Departments and faith-based organizations.

8.5.3.1.4 Proposers must demonstrate three (3) years of experience, within the last five (5) 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.

**8.5.3.2 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 (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 subcategory (Proposer's List of References).

Proposer must provide four (4) references where the same or similar scope of services was provided as set forth in the Statement of Work (Exhibit A) to validate that the Proposer meets the minimum qualifications stated in Paragraph 4.0 (Minimum Mandatory Requirements). Proposers submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects.

Proposer may provide two (2) alternate references in the event that a reference is non-responsive. Proposer's completed form Exhibit 8 (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.

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

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 (3) attempts will be made to reach a Proposer's references during the business hours of Monday through Friday, from 9:00 am to 5:00 pm.

- 8.5.3.2.1** The first attempt will be an email with a due date to respond.
- 8.5.3.2.2** The second attempt will be a second email reminding the reference contact.
- 8.5.3.2.3** The third attempt will be a phone call to the reference contact letting them know that two (2) emails were sent from the caller.

County may disqualify a Proposer as non-responsive and/or non-responsible if:

- 8.5.3.2.4** References fail to substantiate Proposer's description of the services provided; or
- 8.5.3.2.5** References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- 8.5.3.2.6** 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.

8.5.3.3 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 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (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.

8.5.3.4 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 current and prior fiscal years audited financial statements. The audited financial statement must be the most recent and completed audited financial statement available for a fiscal period not more than 18 months old at time of submission. These statements must be by an independent, certified public accountant. 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. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so, stamped on each page.

8.5.3.5 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 (5) 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.

8.5.4 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 paragraph.

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 requirements outlined in Exhibit A (SOW and Attachments).

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

8.5.4.1 Proposer must describe a Program Evaluation Plan that qualitatively and quantitatively measures the success and impact of each program on participating families, children, youth and young adults, relevant to their participation as indicated in the Statement of Work, Section 14.0, subsection 14.1, paragraphs 14.1.5 through 14.1.5.3.

8.5.4.2 Proposer must describe how the Contract Program Navigator will assess the needs of each referred child, youth, and/or family as well as the frequency and intensity of program services, the type of referrals, linkages, meetings, and other Tailored Services for Youth, as indicated in the Statement of Work, Section 14.0, subsection 14.3, paragraphs 14.3.10 through 14.3.11.

- 8.5.4.3** Proposer must describe how the agency will meet the minimum of two (2) in-person contacts with participants per month for Tailored Services for Youth, as indicated in the Statement of Work, Section 14.0, subsection 14.5, paragraphs 14.5.1 through 14.5.4.
- 8.5.4.4** Proposer must describe how the agency will provide Case Management, Consultation Services and Administrative Support direct services to all referred LGBTQIA2S+ youth, as indicated in the Statement of Work, Section 14.0, subsection 14.6, paragraphs 14.6.1 through 14.6.2.
- 8.5.4.5** Proposer must describe the youth and family services provided by the agency and the experience collaborating with community partners to link participants with key services to meet underlying needs, as indicated in the Statement of Work, Section 14.0, subsection 14.6, paragraphs 14.6.3 through 14.6.13.
- 8.5.4.6** Proposer must describe how the agency will provide Tailored Services for Youth Enhanced Services, as indicated in the Statement of Work, Section 14.0, subsection 14.7, paragraphs 14.7.1 through 14.7.1.6.
- 8.5.4.7** Proposer must describe how they will implement the Rainbow Resource Network’s universal access model and how the Rainbow Resource Network Coordinator will be providing flexible options for the youth to visit host sites aligned with the youth’s availability and meeting the youth’s overall needs, as indicated in the Statement of Work, Section 14.0, subsection 14.11, paragraphs 14.11.1 through 14.11.4.
- 8.5.4.8** Proposer must describe how the agency will foster partnerships with youth-focused community providers to ensure a minimum of two (2) physical locations to host the Rainbow Resource Network within each SPA, as indicated in the Statement of Work, Section 14.0, subsection 14.12, paragraphs 14.12.1 through 14.12.5.
- 8.5.4.9** Proposer must describe a plan to ensure each Rainbow Resource space provides the required items, as indicated in the Statement of Work, Section 14.0, subsection 14.13, paragraphs 14.13.1 through 14.13.4.
- 8.5.4.10** Proposer must describe a plan to foster engagement with youth leaders to inform them of the development, design, and oversight of the Rainbow Resource Network, as indicated in the Statement of Work, Section 14.0, subsection 14.14, paragraphs 14.14.1 through 14.14.4.

- 8.5.4.11** Proposer must describe a plan to promote Tailored Services for Youth and Rainbow Resource Network, as indicated in the Statement of Work, Section 14.0, subsection 14.15, paragraphs 14.15.1 through 14.15.3.
- 8.5.4.12** Proposer must describe a plan to provide training and supervision for staff and volunteers, as indicated in the Statement of Work, Section 14.0, subsection 14.17, paragraphs 14.17.1 through 14.17.5.
- 8.5.4.13** Proposer must describe how the agency will maintain a data tracking system that creates a case file for each referred participant and holds documents and information regarding their participation in the program as indicated in the Statement of Work, Section 16.0, subsection 16.1 through 16.2.6.
- 8.5.4.14** Proposer must describe an oversight plan to ensure timely submission of the required reports, logs, and invoices, as indicated in the Statement of Work, Section 16.0, subsection 16.3 through 16.14.

**8.5.5 Proposer’s Quality Assurance Plan (Section D)
(5% - 500 Maximum Points)**

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

Proposer must present a comprehensive QAP 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 must be included in the QAP:

- Activities to be monitored to ensure compliance with all contract requirements.
- Monitoring methods to be used.
- Frequency of monitoring.
- Samples of forms to be used in monitoring.
- Title/level and qualifications of personnel performing monitoring functions; and

- Documentation methods of all monitoring results, including any corrective action taken.

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

8.5.6.1 It is the duty of every Proposer to thoroughly review the Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

Proposer will be evaluated (or reviewed) 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 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.

8.5.6.2 Section E of Proposer's response must include:

8.5.6.2.1 A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix A (Sample Contract).

8.5.6.2.2 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.

8.5.6.3 Indicate all exceptions to the 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 Contract and its appendices and exhibits at its sole discretion.

8.5.7 Business Proposal Required Forms and Corporate Documents (Section F)

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

- Exhibit 1 Organization Questionnaire/Affidavit
- Exhibit 2 Certification of Compliance
- Exhibit 3 Request for Preference Consideration
- Exhibit 4 Debarment History and List of Terminated Contracts
- Exhibit 5 Community Business Enterprise (CBE) Information
- Exhibit 6 Minimum Mandatory Requirements
- Exhibit 7 List of Public Entities
- Exhibit 8 List of References
- Exhibit 9 Contribution and Agent Declaration Form
- Exhibit 10 Pricing Sheet – include in Cost Proposal
- Exhibit 11 Line-Item Budget – include in Cost Proposal
- Exhibit 12 Budget Narrative – include in Cost Proposal
- Exhibit 13 Declaration

8.5.7.2 Corporate Documents

8.5.7.2.1 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.

8.5.7.2.2 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.

8.6 Cost Proposal Requirements and Evaluation (30% - 3,000 Maximum Points)

Proposer must submit one (1) proposal per SPA, consisting of a Business Proposal and 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.

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

8.6.1 Cover Page

Cover Page must be identified as the Cost Proposal and include the Proposal name: Wellbeing Services for Youth and Families RFP #25-04-018; the organization's name; SPA; SPA preference in order of preference (example: Wellbeing Services for Youth and Families RFP #25-04-018, Organization Name, SPA 7, preference 2).

8.6.2 Cost Proposal Required Forms

8.6.2.1 The Cost Proposal must include the following:

- Exhibit 10- Pricing Sheet
- Exhibit 11- Line-Item Budget
- Exhibit 12- Budget Narrative

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

8.6.3 Breakdown of Total Possible Points

8.6.3.1 Exhibit 10 (Pricing Sheet) of Appendix B (Required Forms)

The maximum number of possible points will be awarded to the lowest cost proposal based on Exhibit 10 Tables B through F. All other proposals will be compared to the lowest cost and points awarded accordingly.

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 lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the preference.

8.6.3.2 The Contractor's rates listed on Exhibit 10 (Pricing Sheet) of Appendix B (Required Forms) will remain firm and fixed for Tables A, B, C, D, E, and F.

- Table A – Rate for Tailored Services to Youth activities will be paid in accordance to the proposed Flat Rate listed on Exhibit 10 (Pricing Sheet) of Appendix B (Required Forms).
- Table B – Rates for Enhanced Services will be paid in accordance to the proposed Hourly Rate listed on Exhibit 10 (Pricing Sheet) of Appendix B (Required Forms).
- Table C – Rate for Pride Events will be paid in accordance to the Flat Rate listed on Exhibit 10 (Pricing Sheet) of Appendix B (Required Forms).
- Table D – Rate for Auxiliary Funds will be paid in accordance to the Flat Rate listed on Exhibit 10 (Pricing Sheet) of Appendix B (Required Forms).
- Table E – Rate for Rainbow Resource Network activities will be paid in accordance to the Flat Rate listed on Exhibit 10 (Pricing Sheet) of Appendix B (Required Forms).
- Table F – Rate for Parent and Caregiver Engagement Event(s) will be paid in accordance to the Flat Rate listed on Exhibit 10 (Pricing Sheet) of Appendix B (Required Forms).

8.6.3.3 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 cost for the term of the Contract. The proposer must ensure that all computations are correct. Points may be deducted for an incomplete line-item budget.

8.6.3.4 The budget narrative, an 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. Points may be deducted for an incomplete budget narrative.

8.7 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.

8.8 Proposal Submission

Proposals must be submitted as follows:

8.8.1 One (1) Proposal must be submitted per SPA, consisting of a Business Proposal and a Cost Proposal for each SPA for which they are submitting a proposal for, by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via e-mail as follows:

To: Wellbeing@dcfs.lacounty.gov

Subject: Wellbeing Services for Youth and Families RFP #25-04-018

8.8.2 Business Proposal – (Cover Page/Narrative, Required Forms, Exhibits 1 through 9, Exhibit 13, Declaration, two (2) years of Audited Financial Statements)

8.8.3 Cost Proposal – (Cover Page/Narrative, Exhibits 10, 11, and 12)

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

8.8.5 No hard copies delivered in person or facsimile (faxed) responses will be accepted. Multiple emails of PDF documents will be accepted. All proposal documentation must be attached, not linked.

8.8.6 Proposers must also include a redacted Business Proposal in searchable PDF fillable files – no handwritten Required Forms will be accepted – with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. With respect to this requirement, Proposer must submit one (1) electronic copy in searchable 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.

8.8.7 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 delivery. Any proposals received

after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted.

8.8.8 All proposals will be firm offers and may not be withdrawn for a period of thirty (30) days following the last day to submit proposals.

9.0 SELECTION PROCESS OVERVIEW

9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of Public Entities), and Exhibit 8 (List of References), in Appendix B (Required Forms) to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

Failure of the Proposer to comply with the Minimum Mandatory 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.

9.2 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 1.0 (Solicitation Information and Minimum Mandatory Requirements).

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

9.2.1 Evaluation of Business and Cost Proposals

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Business Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

9.2.2 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 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 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.

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

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

- 10.1.1** The request is made within the time frame identified in the solicitation document;
- 10.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
- 10.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 10.1.4** The request asserts either that:
 - 10.1.4.1** Application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - 10.1.4.2** Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The SRR 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.

10.2 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:

- 10.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 10.2.2** 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 6.6 (Determination of Proposer Responsibility).

10.3 Department's Proposed Contractor Selection Review

10.3.1 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 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 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 this Paragraph 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:

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

10.3.2.2 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:

10.3.2.2.1 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.

10.3.2.2.2 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.

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

10.3.2.2.4 Another basis for review as provided by state or federal law.

10.3.2.3 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 10.4 (County Independent Review) below).

10.4 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. Proposers that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Any new assertions or documentation submitted by Proposer will not be considered or reviewed.

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:

- 10.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 10.4.2** 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 10.3.2 (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.



SAMPLE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

WELLBEING SERVICES FOR YOUTH AND FAMILIES

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

**FOR
WELLBEING SERVICES
FOR YOUTH AND FAMILIES**

This Contract ("Contract") made and entered into this ___ day of _____, 2027 by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor". Contractor is located at _____.

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 537703, County is permitted to contract for services; 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(c)(3) of the Internal Revenue Code, and provides Wellbeing Services for Youth and Families; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; 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:

1.0 APPLICABLE DOCUMENTS

Exhibits A through I 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
 - B-1 Allowable Direct Resources, Supplies and Items for Rainbow Resource Network
- Exhibit C Line-Item Budget and Budget Narrative
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution
 - F-1 Contractor Acknowledgement and Confidentiality Agreement
 - F-2 Contractor Employee Acknowledgement and Confidentiality Agreement
 - F-3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement

Unique Exhibits:

- Exhibit G Information Security and Privacy Requirements
- Exhibit H Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit I Los Angeles County Service Planning Areas

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.

2.0 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 acting as governing body.

- 2.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contractor's Program Coordinator (CPC):** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 **County's Program Manager (CPM):** Person designated by the County to manage the operations under this Contract.
- 2.1.7 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.9 **Department:** The County of Los Angeles Department of Children and Family Services, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.10 **Director:** Director of Department of Children and Family Services or his or her authorized designee.
- 2.1.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.13 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract
- 2.1.14 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will commence on July 1, 2027, through June 30, 2028, after execution by the Director of DCFS or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for two (2) one (1) year extensions, for a maximum total Contract term of three (3) years. Each such extension option may be exercised at the sole discretion of the Director or their designee as authorized by the Board.
- 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** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D, County's Administration.
- 4.5** 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.

5.0 CONTRACT AMOUNT

5.1 Total Contract Amount

- 5.1.1** The parties agree that this is a firm-fixed price and cost reimbursement contract with a Maximum Annual Contract Amount of \$460,000 per SPA for the initial term ending June 30, 2028, and is funded using eighty seven percent (87%) net County funds and thirteen percent (13%) 2011 State Realignment funds. Contractor will provide services at the rates identified in Exhibit B (Pricing Sheet).
- 5.1.2** Contractor's budget is attached hereto and incorporated by reference herein as Exhibit C, Line-Item Budget and Budget Narrative, herein referred to as "Budget." 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 must deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Amount, 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.

- 5.1.3** Contractor has prepared and submitted to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. Budgeted expenses must be reduced by applicable Contractor revenues, which are identified thereon. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered.
- 5.1.4** The Department may increase the total contract amount by up to 20 percent, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 Amount

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 amount under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (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.

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.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Sheet). 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.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. The services must not exceed the frequency or duration of services initially approved unless modified in writing by the CPM or designee.

5.5.4 The Contractor must submit monthly invoices and required supporting documentation under this Contract to the DCFS County Program Manager for review and approval. The Contractor must also submit an electronic copy via email to DCFS Accounting Services.

5.5.4.1 The electronic invoice must be emailed by a representative of the Contractor, whose email address has been approved by the Program Manager.

5.5.4.2 Invoices received from an email address not approved by the Program Manager will not be accepted.

5.5.4.3 Emails containing invoices must come from a Contractor specific domain and not from a generic third-party platform (e.g. Gmail, Hotmail, etc.).

5.5.4.4 Invoices and supporting documentation should be submitted to:

County of Los Angeles
Department of Children and Family Services
Attention: Jessica Brown, County Program Manager
510 South Vermont Ave, 10th floor
Los Angeles, CA 90020
(213) 739-6450

brownj@dcfs.lacounty.gov

And a duplicate copy to:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Unit
510 South Vermont Ave, 14th Floor
Los Angeles, CA 90020

Contractinvoices@dcfs.lacounty.gov

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the CPM 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.

5.5.6 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as receiving, shipping, or services delivered report, or any other validation of

receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

- 5.5.7** Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Amount 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 five (5) percent maximum. In any event, such revisions must not result in any increase in the Maximum Annual Contract Amount. Such requests to County must be addressed to the CPM.
- 5.5.8** Contractor must submit an 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 service was rendered. Any invoice submitted more than 15 days after the last day of the month in which the services were rendered must constitute a "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 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.
- 5.5.9** In compliance with Internal Revenue Service (IRS) requirements, Contractor must provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.5.10** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by CPM, or designee, must be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments, which exceed the Maximum Annual Contract Amount. Furthermore, Contractor must return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier. In the event of errors and discrepancies, DCFS will require a Corrective Action Plan in order to mitigate further errors in invoicing.
- 5.5.11** Contractor must not be paid for expenditures beyond the Maximum Contract Amount, and the Contractor agrees that County has no obligation,

whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Amount.

- 5.5.12** Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's report, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.13** The CPM will provide the Contractor with a final written report listing any deductions to be eliminated from the invoice, including specific services not rendered, the date of service, the amount of the deduction and the reason for the deduction.
- 5.5.14** County Approval of Invoices. All invoices submitted by the Contractor for payment must have written approval of the CPM 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.
- 5.5.15** The CPM (or designee) will review the Contractor's invoice within thirty (30) days of receipt of the invoice and notify the Contractor of any discrepancies noted on the invoice in writing. The Contractor must be provided seven (7) business days to provide any additional documentation to address the discrepancies.
- 5.5.16** Use of Donated Funds. Contractor must not commingle funds paid by County to the Contractor for the purchase of goods or provisions of services performed pursuant to this Contract with any other funds, regardless of the source of those other funds. If Contractor uses any donated funds to pay for any expenses related to the purchase of goods or services performed pursuant to this Contract, then the Contractor must maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The Contractor must also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records must conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of the Office of Management and Budget (OMB) Super Circular, and the Exhibit H, Auditor Controller Contract Accounting and Administration Handbook.

5.6 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of \$100,000 that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of

\$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

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 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's 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 changes as they occur.

6.2 County's Program Manager

The role of the CPM is authorized to include:

6.2.1 Meeting with the Contractor's Program Coordinator on a regular basis; and

6.2.2 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.

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

6.3 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Program Coordinator

7.2.1 The CPC is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The CPC will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with CPM 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 CPC.

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

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must 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 with any information obtained through the County's background investigation.

- 7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4** These terms will also apply to subcontractors of County contractors.
- 7.5.5** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgment 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 F2 (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 F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract 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 and by the Director of DCFS or their designee.
- 8.1.2** The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and the Director of DCFS or their designee.
- 8.1.3** The Director, or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (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 the Director of DCFS or their designee.

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 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 thirty (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 and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1** Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.1.3** If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- 8.5.1.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the CPM of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** 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.

8.5.1.7 Copies of all written responses must be sent to the CPM within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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 this Paragraph 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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) 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 ninety (90) days or less within a twelve (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 Contract.

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/START 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 Skills and Training to Achieve Readiness for

Tomorrow (START) 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/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START 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 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.
- 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. The Board 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 (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5** 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 (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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. The Board 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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

The County or its agent(s) will monitor the Contractor's performance under this Contract on no 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 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 consistently 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 thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs 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.

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).

8.23 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.

Any legal defense pursuant to Contractor's indemnification obligations under this Agreement must be conducted by Contractor and performed by counsel selected by Contractor. County must provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County must have the right to participate in any such defense at its sole cost and expense.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein must be construed as a waiver of County's sovereign immunity.

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
Wellbeing Services for Youth and Families
Contract Administrator
Department of Children and Family Services
Contracts Administration Division, Section Four
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, 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 will 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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 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 effectuate 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 must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) 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 \$1 million per claim and \$1 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 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$100,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.25.4.3 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 (3) years following this Contract's expiration, termination or cancellation.

8.25.4.4 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 million.

8.25.4.5 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.

Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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 Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$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 (5)

days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in 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 The Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 The Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 The Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 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.

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department 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 five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

Nothing herein is intended nor 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 (1) 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 CPM any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CPM is not able to resolve the dispute, the 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 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 Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 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.

8.35 Public Records Act

8.35.1 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 8.37 (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 except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) 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.

8.35.2 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.

8.36 Publicity

8.36.1 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:

8.36.1.1 The Contractor must develop all publicity material in a professional manner; and

8.36.1.2 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 CPM.

8.36.2 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, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 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 (5) 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 of 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.

8.37.2 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 thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference 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 Recycled Bond Paper

Consistent with the Board 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.

8.39 Subcontracting

8.39.1 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.

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

8.39.2.1 A description of the work to be performed by the subcontractor.

8.39.2.2 A draft copy of the proposed subcontract; and

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

8.39.3 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.

- 8.39.4 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.
- 8.39.5 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.
- 8.39.6 The CPM 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.
- 8.39.7 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.
- 8.39.8 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, 10th Floor
 Los Angeles, CA 90020
 Attention: Jessica Brown, County Program Manager

8.40 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 ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

8.41.1 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 (10) days after the notice is sent.

- 8.41.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.
- 8.41.3** 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 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

- 8.42.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of CPM:
 - 8.42.1.1** Contractor has materially breached this Contract; or
 - 8.42.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.42.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, 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.
- 8.42.3** 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 8.42.2 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.

8.42.4 If, after the County has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

8.43.1 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the 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.

8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.44.1.1 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;

8.44.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.44.1.3 The appointment of a Receiver or Trustee for the Contractor;
or

8.44.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 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.

8.46 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 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.

8.47 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.

8.48 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.

8.49 Warranty Against Contingent Fees

8.49.1 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.

8.49.2 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.

8.50 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](#).

8.51 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 8.50 (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](#).

8.52 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 (10) 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](#).

8.53 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.

8.54 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](#), the

[California Code of Regulations Section 11017.1](#), and [County Code Chapter 8.300 \(Fair Chance Ordinance for Employers\)](#). Contractor, and its subcontractor(s), can access fair chance employment resources, including a [Fair Chance Fact Sheet](#) and Workplace Posters ([English/Spanish](#)), and other program material at <https://dcba.lacounty.gov/fairchance/>. Additional compliance resources, including an [Employer Toolkit \(Fair Chance Hiring: An Employer's Guide to Hiring System-Impacted Individuals\)](#), can be accessed at <https://opportunity.lacounty.gov/fairchance/>.

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, issue administrative penalties and/or seek additional remedies as provided within [Section 8.300.100](#) of the Fair Chance Ordinance for Employers, and/or terminate the Contract.

8.55 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.

8.56 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.

8.57 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.

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for

twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

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

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit G (Information Security and Privacy Requirements).

9.3 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

9.4 Local Small Business Enterprise (LSBE) Preference Program

9.4.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.4.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.4.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.4.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

9.4.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.4.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

9.4.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.5 Social Enterprise (SE) Preference Program

9.5.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.5.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.5.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation,

to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.5.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

9.5.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.5.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

9.5.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.6 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.6.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.6.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

9.6.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.6.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

9.6.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.7 Conduct of Program

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.

9.8 Contract Accounting and Financial Reporting

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

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

9.9 Use of Funds

9.9.1 Contractor's cost allocation plan must 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 Exhibit H, Auditor Controller Contract Accounting and Administration Handbook.

9.9.2 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 must pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County

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

9.9.4 Prior to the Contractor providing in-kind contributions, the Contractor must submit a written request to the CPM requesting written consent to provide in-kind contributions.

9.10 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.

9.11 Child Abuse Prevention Reporting

9.11.1 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.

9.11.2 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:

9.11.2.1 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.

9.11.2.2 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.

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

9.12 Contractor's Mandatory Orientation

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

9.13 Contract Negotiations

9.13.1 Contractor must not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

9.14 Employee Benefits and Taxes

9.14.1 Contractor must 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 must give consideration (after County employees, and GAIN/START participants as described in Section 8.11) for any such position(s) to qualified former foster youth. Contractor must 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, Child Protection Hotline Division
1933 S. Broadway 5th Fl. Los Angeles, CA 90007
FAX: (213) 742-7072

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

9.15.3 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 will 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 will be required. Any such change in any Maximum Annual Contract Budget will be effected by an amendment to this Contract pursuant to Section 8.1 (Amendments).

9.16.2 County and Contractor must 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 (15) days prior to each such review, Contractor must 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 will provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts must be approved by County's Board of Supervisors. Any change in any Maximum Annual Contract Budget will 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 children and youth from 8:00 a.m. to 10:00 p.m., Pacific Standard Time (PST) Monday through Friday, including County holidays, and from 8:00 am to 5:00 pm, PST, Saturday and Sunday.
- 9.17.2** Contractor must obtain approval from the CPM prior to any modification of service provider and/or service delivery site hours.
- 9.17.3** Contractor must submit to the CPM 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 must have an administrative office headquartered in Los Angeles County within the SPA or in an adjacent SPA where services will be provided. The office must be staffed during the hours of 9:00 a.m. and 5:00 p.m., PST, Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract.
- 9.18.2** Prior to Contract start date, Contractors must have a physical office located in the SPA or in an adjacent SPA to which the agency intends to provide services.

9.19 Shred Documents

- 9.19.1** Contractor must 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.

9.19.2 Documents for record and retention purposes in accordance with Section 8.37, Record Retention and Inspection-Audit Settlement, of this Contract are to be maintained for a period of five (5) years.

10 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Définitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
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 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.56	Prohibition from Participation in Future Solicitation
Paragraph 8.58	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Paragraph 9.2 Information Security and Privacy Requirements
Paragraph 10.0 Survival

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

By: _____ Date: _____

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

Name: _____

Title _____

Date: _____

Tax Identification Number

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

By: _____ Date: _____

David Beaudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
WELLBEING SERVICES FOR YOUTH AND FAMILIES

STATEMENT OF WORK



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

WELLBEING SERVICES FOR YOUTH AND FAMILIES PROGRAM

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STATEMENT OF WORK EXHIBITS

- Exhibit A-1 Performance Requirements Summary Chart
- Exhibit A-2 Contract Discrepancy Report
- Exhibit A-3 DCFS Office Locations and County Administration
- Exhibit A-4 Contractor's Office Location(s) and Administration
- Exhibit A-5 Performance Outcome Measure Summary
- Exhibit A-6 DCFS Procedural Guide 1200-500.01, LGBTQ+ Children/Non-Minor Dependents, Dated 12/20/23
- Exhibit A-7 Communication Campaign 6 Places to Share Your Personal Pronouns Infographic
- Exhibit A-8 Los Angeles County Department of Human Resources Transgender Awareness Glossary of Terms
- Exhibit A-9 Blueprint for Rainbow Resource Network Best Practices
- Exhibit A-10 Invoice Template

SECTION A

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, businesses, and communities. This philosophy of teamwork and collaboration is anchored in the COUNTY's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; 4) Customer Orientation; and 5) Equity.

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 OVERVIEW

Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and Two-Spirit (LGBTQIA2S+) youth are overrepresented in foster care and face higher risks of harm, negative health/mental health outcomes, and poor safety, well-being, 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 face higher odds of suicide attempts and are more likely to be kicked out or run away due to family rejection and their LGBTQIA2S+ identity.

LGBTQIA2S+ youth, particularly 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:

- Parental resilience
- Social connections
- Knowledge of parenting and child development
- Concrete support in times of need
- Social and Emotional Competence of Children
- Nurturing and Attachment
- Economic Development
- 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 AFFIRMING SERVICES – Direct services, interventions, and resources that actively validate and celebrate LGBTQIA2S+ identities. Affirming services strengthen family and community connections, address underlying needs with care and respect, and support improved safety, well-being, and outcomes for youth.

4.3 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.

- 4.4 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.”
- 4.5 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.
- 4.6 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 in developing 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 (CSWs), 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.
- 4.7 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.
- 4.8 CISGENDER** – Denoting or relating to a person whose sense of personal identity and gender corresponds with their birth sex.
- 4.9 COMING OUT** – The process of acknowledging one’s sexual orientation and/or gender identity or expression to oneself or other people.
- 4.10 CONTRACTOR** – The sole proprietor, partnership, or other person or entity that has entered into this CONTRACT with the COUNTY.
- 4.11 CONTRACT DISCREPANCY REPORT (CDR)** – A report prepared by the County Program Manager to inform CONTRACTOR of non-compliance.
- 4.12 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 the Wellbeing Services for Youth and Families participants; Rainbow Resource Network coordinators; and Affirming Parent and Caregiver Engagement, as more fully

described in Section 9 of this SOW.

- 4.13 CONTRACTOR'S PROGRAM NAVIGATOR(S) (CPN)** – CONTRACTOR'S designated staff person responsible for supporting 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.
- 4.14 RAINBOW RESOURCE NETWORK COORDINATOR(S) (RRNC)** – CONTRACTOR'S designated staff person responsible for oversight and coordination of the Rainbow Resource Network, a universal access clothing and resource network for disproportionately impacted youth up to age 24, with a targeted focus on LGBTQIA2S+ youth and youth with current or previous DCFS involvement, to support and protect youth authentic self-expression and identity; oversee the development and oversight of these clothing and self-care resources with the Service Planning Area (SPA); coordination with RRNCs in other SPAs and community providers to provide access to items needed; oversee ordering and receipts for resource network spaces and youth specific requests; oversee utilization of spaces, including visitor numbers and demographics; provide referrals/linkages for youth visitors; and provide services in the primary language of the youth being served.
- 4.15 COUNTY** – County of Los Angeles with approved authority through the five-member Board of Supervisors.
- 4.16 COUNTY PROGRAM MANAGER (CPM)** – The DCFS staff person responsible for daily management of the CONTRACT operations and oversight of monitoring activities, compliance with the requirements of the CONTRACT, and the delivery of services.
- 4.17 DCFS** – County of Los Angeles Department of Children and Family Services.
- 4.18 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.
- 4.19 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.

- 4.20 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.
- 4.21 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.
- 4.22 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.
- 4.23 GENDER IDENTITY** – An individual’s internal sense of being male, female, some of both, or neither.
- 4.24 HOUSING** – Affordable and stable living arrangements for Transition Aged Youth (TAY).
- 4.25 INDEPENDENT LIVING PROGRAM (ILP) SERVICES** – A comprehensive, youth-driven, individualized, outcome-focused approach to independent living.
- 4.26 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).
- 4.27 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.
- 4.28 LESBIAN** – A woman who is attracted to women. Sometimes also or

alternately “same-gender-loving woman” or “woman loving woman.” See also Gay.

- 4.29 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.
- 4.30 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.
- 4.31 PANSEXUAL** – Attracted to people regardless of gender. Sometimes also or alternately “omnisexual” or “polysexual.” See also Bisexual and Queer.
- 4.32 PARTICIPANT** – Referred children, youth, current or former TAY, parents, caregivers, legal guardians, resource parents, supportive adults, etc., receiving Wellbeing Services for Youth and Families from the CONTRACTOR.
- 4.33 PERMANENCY** – Decisive, time-limited, and goal-oriented activities to maintain children within their families of origin or place them with other permanent families.
- 4.34 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).
- 4.35 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-5 of this CONTRACT.
- 4.36 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.
- 4.37 QUESTIONING** – One who may be unsure of, reconsidering, or choosing to hold off identifying their sexual identity or gender identity or gender expression.

- 4.38 RAINBOW RESOURCE NETWORK (RRN)** – A youth-designed, trauma-informed network of community providers committed to the well-being of young people. The RRN ensures universal availability of affirming clothing and personal care items that reflect and respect youth identity, while centering dignity, safety, and youth voice.
- 4.39 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.
- 4.40 SELF-SUFFICIENCY/SELF-SUFFICIENT** – A TAY’s ability to manage personal affairs, make good judgments, and provide for oneself.
- 4.41 SEX/SEX ASSIGNED AT BIRTH** – The sex (male, female, or intersex) 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.
- 4.42 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.
- 4.43 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 in Los Angeles County.
- 4.44 SOGIE** – Sexual Orientation, Gender Identity and Expression (SOGIE).
- 4.45 SOW** – 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.
- 4.46 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.
- 4.47 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.

- 4.48 **TAY** – Foster youth between the ages of 16 and 25, who have not achieved permanency (return to home to parent, legal guardianship, or adoption).
- 4.49 **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.
- 4.50 **VOLUNTEERS** – People who work with or assist CONTRACTOR but do not receive monetary compensation for their volunteer work.
- 4.51 **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 improve 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 unique needs 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 Wellbeing Services for Youth and Families program is to keep LGBTQIA2S+ children and youth safe, enhance their well-being, and achieve better outcomes.

- 6.3** The Wellbeing Services for Youth and Families includes three (3) primary components – direct supportive services to children, youth, TAY, and their parents, siblings, legal guardians, caregivers and supportive adults hereinafter “Tailored Services for Youth”; provision of free and accessible affirming items for youth and TAY in community-based locations and spaces hereinafter “Rainbow Resource Network”; and supporting parents and caregivers through community engagement hereinafter “Affirming Parent and Caregiver Engagement.”
- 6.4** The delivery of Tailored Services for Youth 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.
- 6.5** RRN must be designed to meet the following objectives: (1) offer safe, welcoming and youth-centered spaces for young people to access clothing, shapewear and personal care items to support healthy, safe and authentic self-expression; (2) education on the safe use of personal care items; (3) promote well-being; (4) facilitate linkage to community and social services; (5) co-design with youth leaders to design space, outreach and inventory to maintain on-site; and (6) increase understanding for DCFS social workers about the function of the RRN and value of access to clothing, shapewear and personal care for youth self-expression, mental health and well-being.
- 6.6** 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 Tailored Services for Youth: The target population is LGBTQIA2S+ children, youth and TAY ages five (5) through 20, who are receiving DCFS engagement or case management services and have an open case, referral, or other services with DCFS due to allegations of abuse or neglect, including, but not limited to, Kin-Gap, post adoption support services, ILP services, and non-Court legal guardianship. Participants are not required to be LGBTQIA2S+ to participate in Tailored Services for Youth.

7.1.1 Includes parents, legal guardians, resource parents, caregivers, and families (“family”) who are caring for an LGBTQIA2S+ identified child, youth, TAY, where either the youth or family is receiving services from DCFS, 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, with or without the youth’s ongoing participation.

7.1.2 Each participant may receive up to 18 months of services, unless additional time is approved by the CPM. This program provides both prevention and aftercare components by ensuring that participants remain eligible for 18 months of services even if there is a change in their case or referral status during that time, including, but not limited to, referral or case closure or turning 21 years old.

7.2 The criteria for Tailored Services for Youth services are:

7.2.1 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, with a targeted focus on LGBTQIA2S+ individuals;

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 referral, case or other services, as described in Sections 7.2.1 and 7.2.2 above;

7.2.3.1 When a youth self-refers to participate in Tailored Services for Youth, CONTRACTOR must notify the assigned DCFS CSW within three (3) days of the referral.

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

7.3 RRN: The target population is youth up to age 24 years, residing in Los Angeles County. Priority populations include youth who have current or previous involvement in a DCFS case or referral, or involvement with Probation Child Welfare who do not otherwise have access to clothing, shapewear, personal hygiene items that support safe self-expression. No DCFS involvement is required for participation in this program.

7.3.1 Access to specific RRN locations must be limited only by the eligibility criteria of the host site. If a youth is unable to access any RRN site, the RRN staff may offer transportation assistance, conduct a virtual visit, or contact the CPM for additional assistance.

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 Wellbeing Services for Youth and Families CONTRACT.

8.4 A listing of DCFS Regional offices is included in Exhibit A-3 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 Section 8.15, COUNTY'S Quality Assurance Plan, of the CONTRACT, and using other measures at the CPM's discretion.

9.0 CONTRACTOR'S RESPONSIBILITIES

- 9.1** As required in the CONTRACT, Section 7.0, Administration of Contract - Contractor, CONTRACTOR must appoint a CPC to oversee the implementation and administration of this CONTRACT.
- 9.2** Appoint a minimum of two (2) CPN(s) who must accept referrals made on behalf of all LGBTQIA2S+ children and youth who meet program criteria.
- 9.3** Appoint a minimum of one (1) RRNC who oversees the development, implementation and management of the RRN.
- 9.4** Identify, recruit, and obtain clearances for volunteers, staff and interns.
- 9.5** Fill all required positions and hire professional staff within approved CONTRACT limits.
- 9.6** 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.
- 9.7** 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.
- 9.8** The CPC will be responsible for administering and overseeing the Tailored Services for Youth and RRN provided under this CONTRACT.
- 9.9** The CPC will serve as a liaison between DCFS and LGBTQIA2S+ youth, children and families receiving services under this CONTRACT.
- 9.10** 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.
- 9.11** Tailored Services for Youth CPN
 - 9.11.1** The CPN will oversee 30 program participants during the month.
 - 9.11.2** The CPN(s) will support LGBTQIA2S+ youth and navigate sensitive

issues that disproportionately impact LGBTQIA2S+ individuals and communities, including:

- 9.11.2.1** Health/medical/psychological/psychiatric concerns;
- 9.11.2.2** Coordination of immediate support/services to LGBTQIA2S+ youth in crisis, including during the coming out process;
- 9.11.2.3** Provide parent support and affirming parenting skills coaching;
- 9.11.2.4** Assist parents or legal guardians to structure positive time with their child(ren);
- 9.11.2.5** Plan affirming family activities;
- 9.11.2.6** Complete reports and maintain participant's records;
- 9.11.2.7** Provide services in the primary language of the children, youth, and families being served; and
- 9.11.2.8** The CPN(s) must provide electronic and in-person case consultation, training, and education to regional offices, and establish telephone and in-person office hours availability to maximize access for participants and DCFS staff.

9.12 RRNC

- 9.12.1** The RRNC will oversee the procurement of approved clothing, shapeware and personal care items for distribution on RRN sites. This includes outreach and engagement of philanthropic partners, solicitation of in-kind donations and directly purchasing items and maintaining a list of distributed items.
- 9.12.2** The RRNC will conduct outreach and partner with affirming, youth-centered community and county organizations to host partner RRN sites, for a minimum of two (2) physical locations within each SPA.
- 9.12.3** The RRNC will ensure that staff and volunteers providing items to youth within the RRN are trained in the safe wear and use of available items and are sensitive to the unique needs of the LGBTQIA2S+ youth and young adults seeking items, including:
 - 9.12.3.1** Health, medical, psychological, and psychiatric concerns;
 - 9.12.3.2** Coordination of immediate support/services to

LGBTQIA2S+ youth and all youth visitors in crisis, including those experiencing challenges related to the coming out process, homelessness, and family rejection;

9.12.3.3 Assist with sharing information about the safe wear and use of items provided by the RRN with supportive adults in the youth's life, including parents, caregivers, and social workers;

9.12.3.4 Complete and maintain basic demographic information as required by the host site for visitors and for the RRN.

9.12.3.5 The RRNC must provide training and education to regional offices and key partners about the project and the importance of access to such items for the youth's safety and well-being.

9.12.4 The RRNC will coordinate youth engagement for youth input on the RRN host sites:

9.12.4.1 Identify potential host sites/ partner locations;

9.12.4.2 Support the development, design and layout of RRN physical spaces;

9.12.4.3 Support youth-centered outreach and communications plans;

9.12.4.4 Assist in identifying relevant inventory, including items and brands; and

9.12.4.5 Provide insight on accessibility, relevance and impact of the program.

9.12.5 The RRNC must maintain a detailed activity log that includes a summary of engagement efforts, community outreach, DCFS office visits and the total purchases for client specific items. This log must be submitted monthly with invoices on the 15th calendar day of the month following the month of service.

9.12.5.1 Receipts related to all purchases must be maintained and made available upon request for fiscal and programmatic reviews.

9.12.6 CONTRACTOR will be provided Exhibit A-9, Blueprint for Rainbow Resource Network Best Practices Guide, for development and

scaling RRN services and spaces.

- 9.13** CONTRACTOR's staff and volunteers must comply with the confidentiality provisions of Exhibit A-6, DCFS Procedural Guide 1200-500.01, LGBTQ+ Children/Non-minor Dependents, Dated 12/20/23, in carrying out all of the activities, tasks, and deliverables required.
- 9.14** CONTRACTOR must furnish staff with all equipment and supplies including, but not limited to cell phones, computers, software, internet access, and encryption services.
- 9.15** 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.
- 9.16** 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.
- 9.17** 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.
- 9.18** 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.
- 9.19** 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.
- 9.20** 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.
- 9.21** 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.

- 9.22** 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.
- 9.23** CONTRACTOR must not schedule or conduct any meetings or negotiations under this CONTRACT on behalf of the COUNTY or DCFS.
- 9.24** CONTRACTOR must respond to all calls, texts, emails and/or reports from the CPM regarding CONTRACTOR's performance within three (3) business days.
- 9.25** CONTRACTOR must work with the CPM to help resolve any potential areas of noncompliance with contractual obligations before a problem occurs.
- 9.26** 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.
- 9.27** CONTRACTOR agrees that any work performed outside the scope of this SOW must be deemed a gratuitous act on the part of CONTRACTOR.
- 9.28** CONTRACTOR must have no claim against COUNTY, unless as required in this SOW, or as instructed in writing by the CPM.
- 9.29** 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 (5) years' lived expertise as an LGBTQIA2S+ youth in foster care, or five (5) 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 and RRNCs must have a high school diploma or equivalent and should have the ability to serve as a peer mentor, with lived experience as an LGBTQIA2S+ individual, or youth in foster care, or three (3) years' experience providing 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/or overseeing program staff and volunteers.
- 10.2.1** Requests for educational or experience waivers must be discussed with CPM and preapproval must be provided in writing.
- 10.3** CONTRACTOR must:
- 10.3.1** Outreach to recruit and employ diverse staff who represent the communities served by the Wellbeing Services for Youth and Families program, including, but not limited to, individuals who identify as LGBTQIA2S+ and speak languages other than English, to serve participants.
- 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-6, DCFS Procedural Guide 1200-500.01, LGBTQ+ Children/Non-minor Dependents, Dated 12/20/23; Exhibit A-7, Communication Campaign 6 Places to Share Your Personal Pronouns Infographic; Exhibit A-8, Los Angeles County Department of Human Resources Transgender Awareness Glossary of Terms; and Exhibit A-9, Blueprint for Rainbow Resource Network Best Practices, in addition to other affirming practices.
- 10.10** Report serious behavior incidents, serious injuries, fatalities, and one hundred percent of suspected child abuse and neglect incidents immediately to the CPM, assigned DCFS CSW, the DCFS Child Protection Hotline (CPH) at (800) 540-4000, and local law enforcement agencies,

followed by a written Suspected Child Abuse Report (SCAR) to the CPH within 36 hours of the verbal report. CONTRACTOR must deliver to the CPM all related records within 24 business hours.

- 10.11** Notify the CPM immediately when key staff 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, CONTRACTOR must provide no later than five (5) 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 (e.g., homelessness support), so that agencies can be better equipped to meet the specific needs of LGBTQIA2S+ children and youth. 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 (3) 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 Section 9.11, Tailored Services for Youth and RRN 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' 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 care and the different court systems involved in the lives of LGBTQIA2S+ children, youth, and families.

SECTION C – SERVICE DESCRIPTION

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 (5) business days prior to any service interruption, unless emergent in nature.

12.0 MULTIDISCIPLINARY TEAMS & INFORMATION SHARING

12.1 The CONTRACTOR's staff must participate in Multidisciplinary Teams (MDTs), as needed, to support LGBTQIA2S+ participants. The LGBTQIA2S+ MDT must be comprised of one (1) COUNTY designee and at least one (1) CONTRACTOR designee, in compliance with the Welfare and Institutions Code that allows disclosure and/or exchange of otherwise confidential information regarding a family through the formation of an 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

13.1 Monthly Meetings

13.1.1 CONTRACTOR must participate in a monthly 90-minute 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.

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

- 13.1.1.2** CONTRACTOR must ensure attendance by necessary CONTRACTOR and DCFS staff, including presenters.

14.0 SCOPE OF WORK

CONTRACTOR must provide Wellbeing Services for Youth and Families, inclusive of direct services within Section 9.11, Tailored Services for Youth, and RRN, and Affirming Parent and Caregiver Engagement, within their designated SPA to children, youth, young adults, their families and resource parents during the CONTRACT term.

- 14.1** CONTRACTOR must have in place the following deliverables within thirty (30) days after CONTRACT start date:

- 14.1.1** Submit to the CPM a draft of the Quality Assurance Plan (QAP) to demonstrate how all the requirements of the CONTRACT must be met.

- 14.1.1.1** The QAP details and guidelines are set forth in paragraph 18.0 of this SOW;

- 14.1.1.2** Meet with the CPM to discuss QAP, program implementation and organization;

- 14.1.1.3** Submit to CPM a finalized copy of the QAP, and update accordingly as changes occur; and

- 14.1.1.4** Provide 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.

- 14.1.2** Create an email inbox specifically for work related to this

CONTRACT, including the receipt of all referred youth and families.

14.1.3 Submit to the CPM a Communication Plan/Strategy to promote Tailored Services for Youth and RRN to DCFS and community-based programs in CONTRACTOR'S designated SPA(s) using acceptable mediums of communication, including social media;

14.1.4 Submit to the CPM a data collection plan in which CONTRACTOR must utilize 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, items provided, and other factors deemed important by both CONTRACTOR and CPM. The plan must include the CONTRACTOR'S system for capturing data accordingly.

14.1.5 Submit to the CPM a Program Evaluation Plan that qualitatively and quantitatively measures the success and impact of each program on participating families, children, youth and young adults, relevant to their participation. The evaluation:

14.1.5.1 Must Include pre-and-post surveys to children, youth, young adults, families and others participating in Tailored Services for Youth;

14.1.5.2 Should include an exit interview with youth visitors to the RRN locations; and

14.1.5.3 Must include the Performance Outcome Measurements, listed on Exhibit A-5.

14.1.6 Develop and submit the following Tailored Services for Youth forms to the CPM for approval:

- Intake Assessment;
- Wait List;
- Participant Referral Log;
- Biannual Participant Service Report(s);
- Annual Program Service Report; and
- Monthly Participant Service Log.

14.1.7 Develop and submit the following RRN forms to the CPM for approval:

- Intake form, inclusive of intake forms by RRN host sites;

- Order Form;
- Youth Specific Order Requests;
- Order Exemption Request Log;
- Utilization Log;
- Community Outreach and Engagement Log; and
- Monthly Visitor Log.

14.1.8 Acquire materials, supplies, and furnishings to provide an LGBTQIA2S+ friendly and affirming atmosphere with age appropriate activities and materials, to include;

- Safe space signage;
- Pronoun buttons;
- Books and literature;
- Art and visual media; and
- Private spaces to try on clothing within RRN sites.

14.1.9 CONTRACTOR must submit documentation (e.g. sign-in sheets, accumulated Continuing Education Units, Program Coordinator/trainer case notes, etc.) to the CPM regarding completion of 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.

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

14.1.11 Attend in-person or virtual meetings hosted by DCFS regional office and inform staff;

14.1.12 CPM will provide the previous Tailored Services to Youth invoices and services log to CONTRACTOR. CONTRACTOR, with assistance from CPM, will determine whether youth need continued services as part of this program and CONTRACT;

14.1.13 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;

14.1.14 CPC/CPN/RRNC must initiate intake procedures with any received referrals or interest, as stated in Sections 14.2 and 14.3;

- 14.1.15** Prioritize LGBTQIA2S+ children, youth, and families who are in distress or conflict, or in acute need of supportive services;
- 14.1.16** Present the services contained within this CONTRACT to all DCFS staff with direct contact with CONTRACTOR'S staff and young adults. DCFS staff will 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:
- Emergency Response, Dependency Investigation, Continuing Service and Adoptions CSWs;
 - Supervising CSWs;
 - Resource Family Support Division;
 - Resource Family Liaison Division;
 - Community Based Support Division;
 - Multi-Agency Response Team;
 - Commercial Sexual Exploitation of Children; and
 - Other DCFS staff as deemed necessary by the CPM.
- 14.1.17** Provide the CPM a list of youth who began receiving services on July 1, 2027, within thirty (30) days after CONTRACT start date; and
- 14.1.18** Ensure that all details of this CONTRACT are in place to begin providing services on July 1, 2027, and as outlined and described in this CONTRACT.

14.2 Tailored Services for Youth Referral Process

- 14.2.1** 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 (2) business days of receiving the referral, and document this information in the participant's case notes.
- 14.2.2** 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 Tailored Services for Youth referral and document this information in CONTRACTOR'S intake assessment and initial report.
- 14.2.3** CONTRACTOR must document the efforts described in Sections 14.23 and 14.24 on the intake/initial assessment.

- 14.2.4** The CONTRACTOR must perform services in Sections 14.1.12 and 14.1.13 in accordance with the consent and confidentiality provisions of Exhibit A-6, DCFS Procedural Guide 1200- 500.01, LGBTQ+ Children/Non-minor Dependents, dated 12/20/23.
- 14.2.5** CONTRACTOR must provide documented efforts regarding the referral, within five (5) business days of DCFS' request.
- 14.2.6** CONTRACTOR must provide and maintain a Participant Referral Log of all youth referred to program, date of referral, date of intake, CSW information, youth's acceptance or denial of program services, biannual report submission dates, graduation date, and closure reason.

14.3 Tailored Services for Youth Intake Process

- 14.3.1** The CONTRACTOR must, within two (2) business days of confirming receipt of referral, initiate contact with the referred child, youth, and/or parent(s)/legal guardian(s)/resource family to discuss Tailored Services for Youth, and, following the initial in-person visit, must initiate 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.

- 14.3.1.1** The intake assessment(s) must be attached to the Monthly Participant Service Log.

- 14.3.2** The intake assessment must be initiated within three (3) business days from the date of the initial in-person visit to assess for and determine each client's individual needs.

- 14.3.2.1** If the referred youth cannot be contacted within ten (10) business days, the CPN must notify the DCFS LGBTQ+ Program Manager within one (1) day, or as soon as possible.

- 14.3.2.2** Using a trauma-informed approach, the intake assessment may be completed over the course of multiple visits to respond to the individual needs of each participant and reduce the barrier to entry.

- 14.3.3** CONTRACTOR must make a minimum of three (3) attempts over the course of five (5) 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.

- 14.3.4** CPN must maintain a Participant Referral 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 (as applicable), 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.
- 14.3.5** CONTRACTOR must provide the Participant Service 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 Participant Service Log on the next business day.
- 14.3.6** 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 (5) business days, when requested by the CPM.
- 14.3.7** 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 Participant Referral Log, and alert the CSW and SCSW via email within three (3) business days.
- 14.3.8** CONTRACTOR must document the efforts described in Sections 14.3.1 to 14.3.7 in biannual and annual reports, including the number of children/youths/families who decline services and their reasons for declining services.
- 14.3.9** CONTRACTOR must provide an intake assessment with goals, planned activities and services, as well as any safety concerns.
- 14.3.10** 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 Tailored Services for Youth 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.

14.3.11 CONTRACTOR must assess all referred 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.

14.4 Tailored Services for Youth Wait List

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

14.4.2 The CONTRACTOR must immediately notify the CPM, when the Wait List includes more than ten children/youth/families,

14.4.3 The CONTRACTOR must submit a Wait List report within seven (7) days of notifying the CPM of the Wait List. The report must include:

14.4.3.1 The current number of youths on the Wait List and number of days on waiting list;

14.4.3.2 The anticipated number of days for each youth before they can participate in Tailored Services for Youth; and

14.4.3.3 The options for additional services youth can participate in until accepted into the Tailored Services for Youth.

14.4.4 CONTRACTOR must submit a monthly Wait List report by first business day of each month to the CPM. The report must include the:

- Date of referral;
- Name of person who made the referral;
- Name of the participant(s);
- Birth name and/or current/legal name;
- Participant(s)'s preferred pronoun(s);
- Date participant was placed on the Wait List;
- Office location; and
- 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 Tailored Services for Youth.

- 14.4.5** CONTRACTOR will contact referred youth, family, caretakers and other involved parties once a month to communicate Wait List status and provide an estimated time to join program.
- 14.4.6** CONTRACTOR can consider prioritizing a high needs situation, if requested by the referring party. However, moving a youth on the wait list to a higher priority must be approved by the CPM.

14.5 Tailored Services for Youth In-Person Visits

CONTRACTOR must have a minimum of two (2) in-person contacts with participants per month [virtual platform can be substituted for one (1) visit at the request of the participant].

- 14.5.1** The in-person visit may include:
 - 14.5.1.1** Biological family, caretaker(s), resource parent(s), and other support person(s) deemed to have an ongoing and impactful relationship with client; and
 - 14.5.1.2** Participation in a CFT meeting.
- 14.5.2** Location of visit(s) should be convenient for youth and/or other participating biological family, caretakers, support person(s) and resource parent(s).
- 14.5.3** Document attempts to contact clients of all ages within 24 hours of a missed appointment, including home visits when appropriate.
 - 14.5.3.1** CONTRACTOR must contact case-carrying CSW, as applicable, to discuss frequent missed appointments and optimal methods of engaging the participant; and
- 14.5.4** CONTRACTOR may submit a waiver for in-person visits for participants to meet specific participant needs and case circumstances. Waivers must be discussed with and approved by CPM.

14.6 Tailored Services for Youth Direct Services

- 14.6.1** 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.

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

14.6.2 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.

14.6.3 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. Support Groups must include:

- Coming Out and Self-Acceptance;
- Transgender experiences and support;
- Gender Non-Conforming and Non-Binary experiences and support; and
- LGBTQ- Sexual Orientations.

14.6.4 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.

14.6.5 Substance Use/Abuse Counseling

14.6.5.1 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.

14.6.5.2 CONTRACTOR must consider substance abuse counseling services, or subjects and areas to address, including:

- Substance use disorder education;
- Support groups;
- Counseling;
- Education about Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome, Hepatitis C Virus, and Tuberculosis;
- Risks of needle-sharing;
- Tobacco use cessation education;
- Risks of transmission to sexual partners and infants;
- Effects of alcohol or other drug use on the fetus;
- Peer recovery support;
- Overdose prevention and reversal education; and
- Education about medication assisted treatment.

14.6.6 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 14.6.3.

14.6.6.1 CONTRACTOR must provide information about local law enforcement agencies, Office of the District Attorney, California Victims Compensation Board, 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.

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

- Call the assigned CSW and inform them of the situation;
- Call the Child Abuse Hotline at 1-800-540-400 to make a report if there are concerns of abuse and neglect;
- Ensure the immediate safety of the youth by contacting additional team support;
- Create a Safety Plan that the youth must utilize if confronted with additional acts of violence; and
- Document in case notes.

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

14.6.8 Education and Career Services

CONTRACTOR must collaborate with the DCFS CSW, Educational Liaisons, or school-based professionals.

14.6.8.1 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;

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

14.6.8.3 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;

14.6.8.4 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;

14.6.8.5 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.

14.6.9 Well-being and Life Skills Services

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

14.6.9.1 Adaptive and positive behaviors to enable effective navigation with life challenges after care;

14.6.9.2 Management of a bank account;

14.6.9.3 Self-care, cooking, cleaning;

14.6.9.4 How to maintain a household and live independently, Career planning/ development, and honing soft skills (applying for a job, interviewing for a job);

14.6.9.5 CONTRACTOR must provide LGBTQIA2S+ youth with recreational opportunities, music, nature, camping, art, sports, theatre, dance, writing, photography, empowerment opportunities, support groups, etc.;

14.6.9.6 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; and

14.6.9.7 CONTRACTOR must provide participants with

information around entitlement programs such as Supplemental Social Security, General Relief and Disability, etc.

14.6.10 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.

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

14.6.10.2 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.

14.6.11 Housing Resources

CONTRACTOR must collaborate with the DCFS YDSD to offer participants with Transitional Housing Placement Program and Supervised Independent Living Program.

14.6.11.1 CONTRACTOR must collaborate with Los Angeles County Department of Homeless Services and Housing and the Los Angeles Homeless Services Authority 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.

14.6.11.2 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:

- Free of bias and harassment and provide access

to culturally competent services that affirm their SOGIE and welcomes them;

- Affordable and offer rental assistance programs;
- Safe and supportive Transitional Housing environments;
- In accordance with tenant's rights and provide tenant education and advocacy; and
- Contain 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.

14.6.12 Parent/Caretaker/Family/Support Team Training

CONTRACTOR must provide parent(s)/legal guardian(s), resource families and support teams with affirming behaviors trainings. See Section 14.15 for additional parent/caretaker/family/support team services.

14.6.13 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.

14.6.14 Child and Family Team Meetings

CONTRACTOR'S staff can participate in DCFS CFT meetings, when the participant(s) agrees and asks 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.

14.6.14.1 Secondary parties such as CONTRACTOR'S therapists and other service providers or subcontractors can participate and/or observe CFT meetings, when the participant 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.

14.7 Tailored Services for Youth Enhanced Services

14.7.1 Mental Health Services, including Individual, Family and Group Therapy/Counseling

14.7.1.1 CONTRACTOR must provide children, youth or TAY with referrals to participate in services provided by the Los Angeles County Department of Mental Health (DMH), to allow shared funding available to youth through this CONTRACT and offer additional services to youth that may not be available through another Los Angeles County department.

14.7.1.2 Ensure that children, youth or TAY are aware of available affirming services offered through other Los Angeles County departments, while increasing the available services and funding as part of this CONTRACT.

14.7.1.3 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 staff and DMH liaisons.

14.7.1.4 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;

14.7.1.5 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.

14.7.1.6 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.

14.8 Pride Events and Conferences

14.8.1 CONTRACTOR must offer each LGBTQIA2S+ Tailored Services participant two (2) 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.

14.9 Auxiliary Funds

14.9.1 Supporting otherwise unmet and urgent needs (i.e. transportation, moving expenses, gaps in CalFresh).

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

14.10.1 CONTRACTOR must suspend any participant from the Tailored Services for Youth Tailored Services for Youth when the participant has not been available for two (2) months. The following process must be followed:

14.10.1.1 The suspended participant(s) must be moved to the bottom of the Wait List; and

14.10.1.2 CONTRACTOR can re-start services when the following are met: 1) the suspended participants asks to continue receiving services; 2) the CPM approves; AND 3) 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 18 months, unless approved by the CPM and CONTRACTOR must schedule a case consult to determine eligibility before services can begin.

14.11 RRN Access and Intake Process

14.11.1 The RRN utilizes a universal access model, with a targeted focus on supporting marginalized populations of youth up to age 24, including LGBTQIA2S+ youth, youth with previous DCFS or Probation Child Welfare involvement and youth of color.

14.11.1.1 No referral or preapproval is required to visit a host site.

14.11.1.2 Youth may visit on their own, with their parent, caregiver, or social worker or other support person,

14.11.2 Youth visitors must meet criteria of host site, including falling within age of population served, follow the rules of the host site (i.e. behavioral expectations) and complete required sign-in documentation of host sites;

14.11.3 RRNC must assist with providing flexible options for youth to visit host sites, including identifying locations closer to the youth's home or school, aligned with the youth's availability and meeting the youth's overall needs;

14.11.4 If a youth is unable to visit a physical host site, a virtual visit should be arranged;

14.11.5 Any barriers to access must be discussed with CPM. If a youth involved with DCFS or Probation Child Welfare is unable to visit a RRN host site, the CPM will assist in arranging an in-person or virtual visit; and

14.11.6 RRN host sites must collect the following information, at a minimum, from youth visitors:

- Age or age range;
- Race and/or ethnicity;
- Sexual orientation, gender identity and expression;
- Current or previous DCFS or Probation Child Welfare involvement;
- Housing or homeless status;
- Whether they were able to obtain the items they needed at the RRN.

- A youth visitor must not be excluded from obtaining resources due to lack of demographic data collection.
- RRNC must provide this information to CPM on a monthly, quarterly and annual basis as part of CPN.

14.12 CONTRACTOR must ensure a minimum of two (2) physical locations to host the RRN within each SPA. CONTRACTOR must establish and maintain partnerships with local community-based organizations to serve and make accessible, youth-friendly distribution host sites for items. These partnerships must be aligned with practices that welcome and celebrate all youth, specifically marginalized and underserved youth, inclusive of LGBTQIA2S+ youth. CONTRACTOR and RRNC must:

14.12.1 Coordinate with youth advocates, visitors, county, community and grass roots organizations to identify prospective partners to host RRN items;

14.12.1.1 Identified partner host sites must be approved by CPM.

14.12.2 Identify partner organizations presently hosting clothing, personal care and other basic essential for youth safety and well-being as prospective host sites for RRN items;

14.12.3 Identify locations that are accessible via a variety of transportation options, including car, bus, train, bicycle and other public transportation;

14.12.4 Identify partners with a variety of operating hours, including outside of typical County business hours, such as weekends and evenings, to increase access for youth. All locations do not need to be open at all times and a rotating schedule is acceptable; and

14.12.5 Utilize program evaluation surveys and youth engagement to determine whether spaces are welcoming, accessible and utilized by youth.

14.13 Each RRN space must provide:

14.13.1 Dedicated spaces where youth may explore and learn about clothing, shapewear, personal care and hygiene items safely and discretely, following the youth's lead;

14.13.2 Items that are culturally relevant, age-appropriate, seasonally appropriate, clean, new or specialty (i.e. professional clothing or special occasion clothing) in extremely good repair, and responsive to the needs of the local youth community;

- 14.13.3** Private spaces to try on clothing and mirrors to assess fit and utility to youth;
- 14.13.4** Opportunities to learn more about community resources provided by DCFS, CONTRACTOR and community partners through signage, flyers, and referrals; and
- 14.13.5** Opportunities and support to order items to meet the youth's unique needs, including appropriate sizing, colors, materials and styles.
 - 14.13.5.1** A non-exclusive list of pre-approved item categories, developed in collaboration with youth input, will be provided to CONTRACTOR and RRNC;
 - 14.13.5.2** Any purchase requests for an individual youth that exceed \$150 must be pre-approved by CPM; and
 - 14.13.5.3** Any requests for gift cards or specialty services must be pre-approved by CPM.

14.14 Youth Engagement

Collaborative engagement between staff, youth, and volunteers is crucial to the development, design and oversight of the RRN and each host site.

- 14.14.1** All staff assisting youth within the RRN must:
 - 14.14.1.1** Create a safe, welcoming environment for youth, respecting privacy and confidentiality;
 - 14.14.1.2** Have a thorough understanding of resources available for youth, inclusive of clothing, specialty shapeware, personal hygiene, hair and skin care and self-care and provide support to select and use items in a safe and healthy manner; and
 - 14.14.1.3** Have a thorough understanding of available community services and resources provided by their own agency, partner agencies within the RRN, and community providers to support the youth's holistic well-being, including supporting linkages to Tailored Services for Youth.
- 14.14.2** Youth voice and engagement must assist in the design of RRN

host sites. CONTRACTOR must create avenues for ongoing youth engagement in planning and oversight of the project. At a minimum, youth should be engaged to:

14.14.2.1 Identify potential partner host sites;

14.14.2.2 Support the development, design, and layout of RRN physical spaces;

14.14.2.3 Support youth-centered outreach, engagement and communication plans;

14.14.2.4 Assist in identifying relevant inventory, including items and brands;

14.14.2.5 Provide insight on accessibility, relevance and impact of the program; and

14.14.2.6 All youth must be compensated for their time and participation in planning and oversight activities.

14.14.3 CONTRACTOR must explore youth development opportunities, including, but not limited to, employment, internship or mentorship.

14.14.4 RRNC must explore conducting youth focus groups at least twice per year to meet the abovementioned youth engagement objectives.

14.15 Promotion of Tailored Services for Youth and RRN

14.15.1 CONTRACTOR must promote Tailored Services for Youth and RRN to community-based programs in CONTRACTOR'S designated SPA(s) and to the 21 DCFS regional offices and specialized programs as listed on Exhibit A-3.

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

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

14.15.2.2 Court systems such as the Dependency Court; and

14.15.2.3 Agency and program social media, publicity and education campaigns.

14.15.3 DCFS and community outreach plans must include at least monthly engagement efforts. Plan must be submitted to and approved by CPM biannually.

14.16 Affirming Parent and Caregiver Support Event

14.16.1 CONTRACTOR must organize and host a minimum of one (1) affirming parent and caregiver gathering per SPA, per calendar year, designed to build capacity, develop skills, and strengthen affirming behaviors for adults caring for LGBTQ+ children and youth.

14.16.1.1 CONTRACTOR must collaborate with CPN and DCFS Resource Family Support Liaison Unit (RFSLU) to design and host a gathering for parents, county and Foster Family Agency resource parents, and other caregivers for youth.

14.16.1.2 Event should include educational elements, including learning about the importance of affirming behaviors and how to support LGBTQ+ children, youth and young adults.

14.16.1.2.1 RFSLU will provide support for county resource parents to receive annual training hours, provided by Community College Foundations.

14.16.1.3 Events should include opportunities for parents and caregivers to meet community providers and learn about resources to support children, youth, young adults, and parents and caregivers.

14.16.1.4 Events should include opportunities for parents and resource parents to build supportive relationships with one another to better provide affirming care for youth.

14.16.1.5 Events should be located within the SPA, at a location and time accessible for parents and resource parents and tailored to the unique needs of the community and caregivers residing in the community.

14.16.1.6 Events should include opportunities for youth with

lived experience to share insight about providing affirming support to youth.

14.16.1.6.1 Youth speakers must be provided with compensation for their time and participation.

14.17 Training and Supervision Staff and Volunteers

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

14.17.2 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.

14.17.3 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.

14.17.4 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.

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

14.18 CONTRACTOR must provide services described in Sections 14.6 through 14.7, in-house and track any services that are not provided or unavailable by CONTRACTOR.

14.19 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.

14.19.1 The County strongly encourages subcontracting as a strategy to facilitate access to community-based services tailored to the

unique needs of children, youth, and families. It is particularly advocated that subcontracting efforts focus on organizations dedicated to serving underrepresented groups, such as people of color, women, the LGBTQ+ community, and indigenous communities. This approach supports and honors the diverse identities of the individuals and families served. Furthermore, the County supports partnering with local organizations within the clients' communities aimed at fostering enduring relationships that continue to benefit youth even after their direct involvement with the program concludes.

15.0 DATA DEVELOPMENT

- 15.1** CONTRACTOR must maintain a list of children, youth, young adults who are participating in contracted services.
- 15.2** CONTRACTOR must identify LGBTQIA2S+ resources and LGBTQIA2S+ oriented services in the SPA the CONTRACTOR provides services. The list of active LGBTQIA2S+ services and supports must be provided to the CPM. The list should be provided to the CPM within thirty (30) days after CONTRACT start date, and every three (3) months thereafter, due on the 30th at the end of each three (3) month period.

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, Section 9.2, Information Security and Privacy Requirements 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 Participant Service Log to track monthly Tailored Services for Youth referral and participant information. The report must be sent to CPM by the 15th of the subsequent month.
- 16.4** CONTRACTOR must complete and submit a Monthly Community Outreach and Engagement Log and Monthly Visitor Log Report to track monthly community and office engagement, number of youth visitors and expenditures for RRN. The report must be sent to the CPM by the 15th of the subsequent month.
- 16.5** CONTRACTOR must provide copies of referrals, reports, logs, observations, and other documentation to CPM, upon request, and no later than five (5) business days from the date of initial request.
- 16.6** CONTRACTOR must provide written progress updates to CSWs or other authorized child welfare staff no later than five (5) 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.
- 16.7** CONTRACTOR must immediately notify the CPM of any staff changes that impact the provision of services, pursuant to Section 9.0, CONTRACTOR's 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 Participant Service Log within seven (7) business days from the end of each calendar/report month to:

County of Los Angeles Department of Children and Family Services
Office of Equity Division
510 S. Vermont Ave, 10th Floor
Los Angeles, California 90020

- 16.11** Tailored Services for Youth Participant Service Report(s)

CONTRACTOR must submit a service report for each participant every six (6) months. The service 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 12-month Service Report must include a transition plan that includes graduation from the program at 18 months or plan to request additional service time and recommendations to refer and link youth and family to additional and appropriate community-based services.

16.11.2 The closing Service Report must include a summary of each participant's participation, including surveys, goals achieved, and linkages made to additional community-based services.

16.12 Annual Program Service Report

CONTRACTOR must provide CPM with an Annual Program 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 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 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.

16.14 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 UNSCHEDULED WORK

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 CONTRACTOR will have no claim whatsoever against the County.

18.0 QUALITY ASSURANCE PLAN

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

18.2 The QAP must include an identified monitoring system covering all the services listed in this Exhibit A, SOW.

18.3 The system of monitoring to ensure that CONTRACT requirements are being met must include, but must not be limited to the following:

18.3.1 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;

18.3.2 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;

18.3.3 Assuring that professional staff rendering services under the CONTRACT have the necessary prerequisites;

18.3.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;

18.3.5 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;

- 18.3.6** Continuing to provide services to the COUNTY in the event of absences of CONTRACTOR'S employees; and
- 18.3.7** 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.
- 18.4** 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.
- 18.5** The CPC must respond within one (1) business day to all calls or reports regarding CONTRACTOR'S performance.
- 18.6** 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.
- 18.7** CONTRACTOR must not utilize any employee or volunteer whose work has been deemed deficient and unacceptable by the COUNTY.
- 18.8** The QAP must be reviewed annually by CONTRACTOR and CPM and revised, as/if needed.
- 18.9** COUNTY reserves the right to request and obtain from CONTRACTOR, within ten business days of COUNTY's request, an updated QAP for any identified issue of concern at any time.
- 18.10** CONTRACTOR must conduct customer satisfaction and program impact surveys every six (6) months, in addition to an annual customer satisfaction and program impact survey, during each contract year, for a minimum of twenty percent (20%) of parent(s), legal guardian(s), and resource parent(s), and a minimum of fifty percent (50%) of children and youth who participated in Wellbeing Services for Youth and Families program CONTRACT services.
- 18.11** CONTRACTOR must actively participate in evaluation activities. The evaluation activities include, collection and sharing of data for:
 - 18.11.1** Program implementation;

18.11.2 Participant characteristics such as religious and cultural beliefs, behaviors, learning, and communication styles within the community serviced;

18.11.3 CONTRACTOR's efforts to address equity (including gender, race, and ethnic equity), racial disproportionality and disparity;

18.11.4 Participant outcomes;

18.11.5 CONTRACTOR must prepare and submit annual reports to COUNTY summarizing the results of the program evaluation activities. These reports must 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

18.11.6 CONTRACTOR must ensure all data collected and shared during the evaluation process is kept confidential and is used solely for program evaluation purposes. CONTRACTOR must also comply with all applicable laws and regulations regarding data privacy and confidentiality.

18.12 Safety Culture

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.”

19.0 COUNTY'S QUALITY ASSURANCE MONITORING

19.1 The COUNTY must evaluate the CONTRACTOR'S performance under this CONTRACT using the Quality Assurance Procedures as defined in Section 8.0, Standard Terms and Conditions, Section 8.15, COUNTY's Quality Assurance Plan, and Sections 19.2 through 19.8 of this SOW.

19.2 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 (5) business days of COUNTY's request, including but not limited to:

19.2.1 Staff records, including all CONTRACTOR'S staff, volunteers and interns performing services under this CONTRACT; and

19.2.2 Participant Case Records.

- 19.3** Financial Records, including but not limited to Single Audit/Audit Financial Reports, General Ledgers, Profit and Loss statements, monthly invoices, timesheets, and original invoices.
- 19.4** 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.
- 19.5** CONTRACTOR, CPM and RRNC must have regular meetings to monitor program efficiency, issues, and for the CPM to provide technical support, as needed.
- 19.6** 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.
- 19.7** 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 must be determined by the COUNTY based on the level of risk associated with the program and the performance history of the CONTRACTOR.
- 19.8** The COUNTY will provide written feedback to the CONTRACTOR following each monitoring visit or review. The feedback must include any areas of noncompliance or deficiencies identified, recommendations for improvement, and a timeline for corrective actions to be taken.
- 19.9** Contract Discrepancy Report
 - 19.9.1** Verbal and written notification of a CONTRACT discrepancy must be made to the CPM as soon as possible or within two (2) 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.
 - 19.9.2** The CPM must determine whether a formal CONTRACT Discrepancy Report, Exhibit A-2 will be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the CPM within five (5) business days, acknowledging

the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the CPM within ten business days.

20.0 GREEN INITIATIVES

- 20.1** CONTRACTOR must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 20.2** CONTRACTOR must notify CPM of CONTRACTOR’s new green initiatives prior to the CONTRACT commencement.

21.0 TRANSFER OF RECORDS

- 21.1** 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 (3) weeks of the 30-day transitional period; (2) a face-to-face contact with the family within five (5) 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.
- 21.2** On a case-by-case basis, and following consultation and approval from CPM, cases may be transferred between CONTRACTORS. Such circumstances may include, but are not limited to, a participant moving to a new service area or a participant request for a transfer. All efforts must be made to maintain the relationship between the CPN and the participant, evaluation and consideration of transferring to a new CPN with the same CONTRACTOR, and case consultation with the CPM prior to transferring to a new CONTRACTOR. Should a case be transferred to a new CONTRACTOR, all steps detailed in Section 21.1 above must be followed, as well as consultation between the prior CONTRACTOR and new CONTRACTOR to support the transition of the participant.
- 21.3** 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.

22.0 DUPLICATE BILLING

- 22.1** County will not allow duplicate billing (or double billing) by two (2) or more contracted agencies for the same referred client.
- 22.2** There can only be one (1) lead agency at any given time during the CONTRACT term.
- 22.3** 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 CPM to catch double-billing issues early. The County must work with the involved agencies to remedy the billing issue and determine which agency must remain as lead with respect to the referred youth. The ultimate decision must be based on the best interest of the youth.

23.0 PERFORMANCE REQUIREMENT SUMMARY

A Performance Requirements Summary (PRS) Chart (Exhibit A-1) listing required services and deliverables that will be monitored by the County during the term of this CONTRACT is an important monitoring tool for the County.

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the CONTRACT and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the CONTRACT and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the CONTRACT, SOW and this PRS, the meaning apparent in the CONTRACT and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the CONTRACT and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

County of Los Angeles, Department of Children and Family Services

LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK

WELLBEING SERVICES FOR YOUTH AND FAMILIES

Technical Exhibit	
A-1	Performance Requirements Summary
A-2	Contract Discrepancy Report
A-3	DCFS Office Locations and County Administration
A-4	Contractor's Office Location(s) and Administration
A-5	Performance Outcome Measure Summary
A-6	DCFS Procedural Guide 1200-500.01, LGBTQ+ Children/Non-Minor Dependents, Dated 12/20/23
A-7	Communication Campaign 6 Places to Share Your Personal Pronouns Infographic
A-8	Los Angeles County Department of Human Resources Transgender Awareness Glossary of Terms
A-9	Blueprint for Rainbow Resource Network Best Practices
A-10	Invoice Template

Performance Requirements Summary Chart

	REQUIRED SERVICE	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE
1.	Promote Tailored Services for Youth and Rainbow Resource Network, to DCFS Regional Offices.	Provide update on efforts in biannual DCFS and community outreach plan and Monthly Participant Service Logs.	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 Participant Service Log and annual reports.	Include these updates in Biannual, and Annual Program Service Reports, and Monthly Participant 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.	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.

4.	CONTRACTOR to conduct timely initial contact and intake assessments of 100% participants referred to the Program, as outlined in this SOW.	Review Monthly Participant Service 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.
5.	CONTRACTOR to conduct Customer Satisfaction and Program Impact Surveys for Tailored Services and Rainbow Resource Network participants.	Surveys are due to the County every six (6) months, in addition to annual surveys once per CONTRACT year. Results must be maintained in participant case file(s) and included in corresponding Biannual, or Annual Program Service Report and Monthly Participant 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.
6.	CONTRACTOR to complete and document twice monthly contacts with referred and participating LGBTQIA2S+ Youth participants.	Participant needs and services must be documented in case file(s) and corresponding Biannual and Annual Program Service Reports.	CONTRACTOR to provide a corrective action plan to the County with an explanation as to why minimum number of youth visits were not completed as required by County, including barriers to compliance and recommendations for achieving compliance in this area.
7.	CONTRACTOR to develop, maintain and oversee affirming spaces where youth can access Rainbow Resource Network inventory.	Compliance must be measured by review of monthly outreach efforts, utilization summary, fiscal reviews, and in-person site visits by Program Manager.	CONTRACTOR to provide a corrective action plan to County with explanation as to why affirming spaces were not developed and maintained, recommendations to increase oversight and engagement, barriers to compliance and recommendations for achieve compliance in this area.

8.	<p>CONTRACTOR to provide 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.</p>	<p>Provision of services to meet identified needs must be documented in case file(s) and corresponding Biannual, or Annual Service Reports and Monthly Participant Service Log.</p>	<p>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.</p>
9.	<p>CONTRACTOR to provide participant-centered, affirming care and customer service to children, youth, young adults, parents, caregivers, supportive adults, etc. who participate in the Program, as required by DCFS Policy and SOW.</p>	<p>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 Biannual and, Annual Program Service Reports, and Monthly Participant Service Log.</p>	<p>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.</p>
10.	<p>CONTRACTOR must report any actual or suspected incident of child abuse/neglect to CPH at (800) 540-4000, followed up with a written report to SCAR within 36 hours of the verbal report to the CPH.</p>	<p>Compliance must be monitored by information provided in Biannual and, Annual Program Service Reports, Monthly participant Service Log, as well as by collateral sources such as DCFS CSW, CPH, participants, law enforcement, etc.</p>	<p>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.</p>

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 Biannual, Annual Program Service Reports, and Monthly Participant 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, Biannual, Annual Program Service Reports, Monthly Participant 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 Participant Service 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 (1) 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 biannual reports as outlined within the SOW.	Compliance must be monitored through review of the Monthly Participant Service 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 Participant Service Log.	CONTRACTOR must be considered for CARD, which is a County maintained database that tracks and monitors CONTRACTOR performance history. Information entered into CARD may be used for a variety of purposes, including determining whether the County will exercise a CONTRACT term extension option.
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CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: <u>Click or tap here to enter text.</u>		Contractor Response Received: <u>Click or tap here to enter text.</u>
Contractor: <u>Click or tap here to enter text.</u>	Contract No. <u>Click or tap here to enter text.</u>	County's Project Manager: <u>Click or tap here to enter text.</u>
Contact Person: <u>Click or tap here to enter text.</u>	Telephone: <u>Click or tap here to enter text.</u>	County's Project Manager Signature:
Email: <u>Click or tap here to enter text.</u>		Email: <u>Click or tap here to enter text.</u>

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Use additional sheets if necessary

Click or tap here to enter text.

Contractor's Representative Signature

Date Signed

Additional Comments: <u>Click or tap here to enter text.</u>

DCFS Office Locations and County

Administration

1.0 DCFS Headquarters 510 S. Vermont Ave. Los Angeles, CA (213) 351-5507	7.0 Lancaster 300 East Avenue K6 Lancaster, CA (661) 471-1001	13.0 Santa Clarita 28490 Avenue Stanford Santa Clarita, CA (661) 702-6262	19.0 Wateridge 5110 Goldleaf Circle Los Angeles, CA (323) 290-8500
2.0 Belvedere 5835 South Eastern Ave Commerce, CA (323) 725-4401	8.0 Metro North 1933 South Broadway Los Angeles, CA (213) 763-1440	14.0 Santa Fe Springs 10355 Slusher Drive Santa Fe Springs, CA (562) 903-5000	20.0 West LA 5757 Wilshire Blvd Los Angeles, CA (323) 900-2222
3.0 Compton-Carson 1 Civic Plaza Drive Carson, CA 90745 (310) 233-1000	9.0 Palmdale 39959 Sierra Hwy Palmdale, CA (661) 223-4200	15.0 South County 4060 Watson Plaza Drive Lakewood, CA (562) 497-3500	21.0 West San Fernando 20151 Nordhoff St Chatsworth, CA (818) 717-4002
4.0 San Gabriel Valley and Specialized Program 900 Corporate Center Drive Monterey Park, CA (213) 987-0182	10.0 Brand 611 N. Brand Ave Glendale, CA (747) 307-2300	16.0 Torrance 2325 Crenshaw Boulevard Torrance, CA (310) 972-3111	
5.0 Glendora 725 South Grand Avenue Glendora, CA (626) 691-1700	11.0 Pomona 801 Corporate Center Drive Pomona, CA (909) 802-1300	17.0 Van Nuys 7555 Van Nuys Blvd Van Nuys, CA (818) 904-8300	
6.0 Hawthorne 11539 Hawthorne Boulevard Hawthorne, CA (310) 263-2178	12.0 San Dimas 955 Overland Court San Dimas, CA (909) 450-2525	18.0 Vermont Corridor 8300 South Vermont Avenue Los Angeles, CA (323) 965-7060	

**Contractor's Office Location(s) and
Administration
(TBD)**

Performance Outcome Measure Summary

PROGRAM OUTCOME MEASURE SUMMARY		
SAFETY		
PROGRAM: AFFIRMING RESOURCES FOR CHILDREN, YOUTH AND FAMILIES		
OUTCOME GOALS: 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 referral:	Must not exceed 25%	CWS/CMS Monthly Reports
Percentage of children or youth who experience maltreatment in out-of-home care:	Must not exceed 10%	
Percentage of child(ren) or youth removed from parent(s) and placed in out-of-home care: must not exceed:	Must not exceed 30%	

Performance Outcome Measure Summary

PROGRAM OUTCOME MEASURE SUMMARY		
PERMANENCY		
PROGRAM: AFFIRMING RESOURCES FOR CHILDREN, YOUTH AND FAMILIES		
OUTCOME GOAL: Reduction in the number of children, youth and young adults entering care		
OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Of all youth receiving LGBTQIA2S+ Tailored Services:		
Percentage of families reunified:	Must exceed 50%	CWS/CMS, Monthly Reports
Percentage of child(ren) or youth who re-enter out-of-home care within 12 months of reunification:	Must not exceed 20%	
Placement stability:	Child(ren) or youth must not exceed 6 placement moves per 1000 in out-of-home care or 2 placement changes per year	

Performance Outcome Measure Summary

PROGRAM OUTCOME MEASURE SUMMARY		
WELL-BEING		
PROGRAM: WELLBEING SERVICES FOR YOUTH AND FAMILIES		
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
Biological parent(s), caretaker(s) or resource parent(s) must demonstrate knowledge of protective factors as measures by the Protective Factors Survey or other DCFS approve assessment tool:	Protective factors must improve for a minimum of 80% of participants who successfully complete the program.	Protective Factors Survey CWS/CMS, Monthly Reports DCFS-approved assessments
Child(ren) or youth must demonstrate increased sense of self-esteem and self-reported mental health as measured by CANS or other DCFS approved assessment tool:	Self-esteem and self-acceptance must improve for a minimum of 80% of participants who successfully complete the program.	
Child(ren) or youth must demonstrate an increased access and linkage to affirming health, mental health or other supportive services to meet their case plan goals, as measures by CANS or other DCFS approved assessment tool:	Access and linkage to affirming health, mental health or other supportive services must improve for a minimum of 80% of participants who successfully complete the program.	

DCFS Procedural Guide 1200-500.01, LGBTQ+ Children/Non-Minor Dependents, Dated 12/20/23

LGBTQ+ Children/Nonminor Dependents

1200-500.01 | Revision Date: 12/20/2023

Overview

This policy provides guidance and resources for providing services to lesbian, gay, bisexual, transgender, queer, questioning (LGBTQ+) children/nonminor 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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Version Summary

This policy guide was updated from the 02/28/2020 version to reflect policy and protocol updates based on Assembly Bills (ABs) 959 and 175 regarding the Foster Youth Bill of Rights; All County Letter (ACL) 21-149 regarding the documentation of Sexual Orientation, Gender Identity and Expression (SOGIE); and to include information regarding the LGBTQ+ Tailored Services to Youth program.

POLICY

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:

- 19% of foster youth sampled 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% of the foster youth sampled identified as transgender, a significant overrepresentation compared to an estimated .3 % of the national population.

Nineteen (19) percent of the youth in out-of-home care identifying as LGBTQ+ is likely an undercount. More recent studies in California (2019) and New York City (2020) have reported that upwards of 34% of youth ages 10+ in out-of-home care identify as LGBTQ+. Refer to the following studies for more detailed information:

[Experiences and Well-Being of Sexual and Gender Diverse Youth in Foster Care in New York City](#)
[Disproportionality and Disparities](#) and [LGTBO Youth in Unstable Housing and Foster Care \(2019\)](#).

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+ 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+ 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 sexual orientation, gender identity and expression, including LGBTQ+, however the information is obtained is to be treated as private and confidential. As indicated in [All County Letter 21-149](#), 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 or otherwise as authorized/required by law.

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, after explaining their confidentiality rights and securing the child/NMD's written 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 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.

Additionally, per [ACL 21-149](#), child welfare social workers and juvenile probation officers (SWs/POs) should

explain confidentiality and the limits of confidentiality in a way that is age and developmentally appropriate and be open and honest from the beginning of asking any SOGIE questions. Children and NMDs are more likely to share private information about their SOGIE when they feel supported and know what to expect. When discussing limits of confidentiality with a child or NMD, the SW/PO should explain to them that they have the right to keep their SOGIE information private and they can authorize or deny to whom their SOGIE information is disclosed. However, they should also clarify for the child/NMD that there are some circumstances in which their information will be required to be shared even without the child's/NMD's consent.

Different scenarios may arise on a case-by-case basis regarding LGBTQ+ children/NMDs. For any concerns related to confidentiality prior to the disclosure of SOGIE information, CSWs and SCSWs may conference and/or consult with County Counsel.

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 and gender identity is confidential and is not to be disclosed in any court reports unless, after being advised of their confidentiality rights and discussing the possible disclosure and who will receive the information, the child/NMD has given permission to share the information.

Disclosures to Family/Resource Parents

DCFS staff shall not disclose information about a child/NMD's status as LGBTQ+ to a child/NMD's parent, legal guardians, resource parents, or other family members without the [informed and 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).

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, when possible, shall closely collaborate prior to and during the placement change to ensure continuity of care. (Refer to [Placement Preservation Strategy](#), [14-Day Advanced Notice of Placement Changes and the Grievance Review Process Policy 0100-502.52](#) and [Child and Family Teams Policy 0070-548.01](#) for further information.)

Placements

[Per Senate Bill \(SB\) 731](#), 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. A child's/NMD's gender identity should not be the only deciding factor when considering room assignments. Roommate compatibility is to be discussed during ongoing contact with the child/NMD. As per [Contact Requirements and Exceptions Policy 0400-503.10](#), the purpose of the social worker's contact with the child is to assess the [safety](#) and well-being of the child and to achieve the following:

- Monitor the child's physical, emotional, social and educational development, and their mental/behavioral health needs.
- Assist the child in preserving and maintaining their culture, this includes religious and ethnic identity and sexual orientation, gender identity, and expression (SOGIE).

Staff placing a child/NMD should advocate for rooming assignments based on the needs of the child/NMD. Placement decisions are to be made in the best interest of the child/NMD based on recommendations from the CFT, Transitional Shelter Care (TSC) Program, Resource Family Approval (RFA) CSW, Multi-Disciplinary Team (MDT), and the child/NMD.

Gender-affirming Health Care

Per [AB 2119](#) children/NMDs in foster care have the right to receive 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 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. CSWs should also ensure that children/NMDs have [access](#) to reproductive health care and assist with removing any barriers to care. Refer to the Youth Reproductive Health and Pregnancy 0600-507.10 policy.

[Back to Policy](#)

PROCEDURE

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.

Sexual Orientation, Gender Identity, and Expression (SOGIE)

CSW Responsibilities

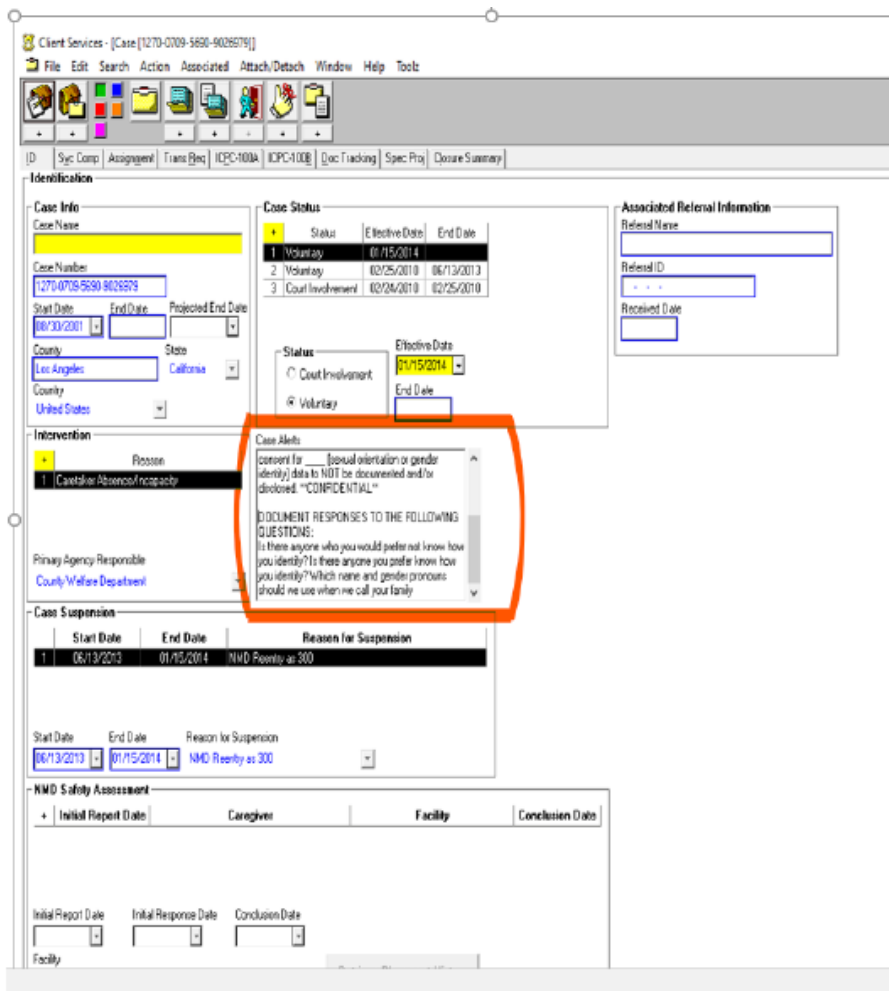
SOGIE is to be documented, if consent is given, in the CWS/CMS Client Notebook ID page in the Sexual Orientation, Gender Identity, and Gender Expression fields. (See Example 1 below.) CSWs must follow the outlined Instructions for Entering SOGIE Data into CWS/CMS ([Refer to FY1 19-16 Documenting Sexual Orientation, Gender Identity, and Gender Expression \(SOGIE\) 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.

Example 1

- If consent is given by the child/NMD, document in CWS/CMS what the child/NMD consents to. Also, update the information if changes are reported by the child/NMD. The CSW should inform the child/NMD of instances when their SOGIE may need to be shared with other professionals, letting the child/NMD know specifically how this information will be used and by which legally authorized individual.
- The CSW should clarify in advance with whom it is acceptable to share the information, including when the child/NMD is being referred to other resources for support. If the child/NMD has identified specific people with whom the information should not be shared, make sure that it is clear to all staff and is documented in the CWS/CMS Client ID Tab inside the Case Alerts box (See Example 2 below).

Example 2



- 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.
- A child’s/NMD’s SOGIE is not static and may change during the duration of a case.
- During ongoing contact with the child/NMD, CSWs are to have age-appropriate conversations regarding a child/NMD’s SOGIE and are to update consent in CWS/CMS accordingly.
- Per WIC 827, a child’s/NMD’s SOGIE is not to be disclosed to other individuals or agencies, without the child’s/NMD’s **informed and express** consent.
- 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 SOGIE 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 informed and express consent.

Confidentiality

CSW Responsibilities

As indicated in [All County Letter 21-149](#), all information regarding a child's/NMD's SOGIE is confidential and not to be disclosed to anyone or documented without the child's/NMD's informed and express consent or unless otherwise authorized/required by law.

The CSW should ask the child/NMD the following questions; Is there anyone whom you would prefer not know how you identify? Is there anyone you prefer to know how you identify? Which name and gender pronouns should we use when we call your family? Responses to these questions are to be documented in the CWS/CMS Client ID page in the Case Alerts Box: (Refer to Example 2 above.)

Each category of SOGIE data shall only be documented if a child/NMD provides informed and express consent to document and disclose. For any field(s) a child/NMD does not provide informed and express consent, the 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 or NOT be documented and/or disclosed, the CSW is to document in the CWS/CMS Case ID Page in the Case Alerts Text Box the following (See Example 3):

****SOGIE ALERT**** On DATE child/NMD expressed consent for _____ [sexual orientation or gender identity or gender expression] data to be documented and/or disclosed. ****SOGIE ALERT****

Or

****SOGIE ALERT**** On DATE child/NMD expressed for _____ [sexual orientation or gender identity or gender expression] data to NOT be documented and/or disclosed. ****SOGIE ALERT****

Example 3

The screenshot shows a software interface for case management. The main window title is "Client Services - [Case [1270-0709-5690-9026979]]". The interface includes a menu bar (File, Edit, Search, Action, Associated, Attach/Detach, Window, Help, Tools) and a toolbar with various icons. Below the toolbar, there are tabs for "ID", "Sys Comp", "Assignment", "Trans Req", "ICPC-100A", "ICPC-100B", "Doc Tracking", "Spec Proj", and "Closure Summary".

The "Identification" section is divided into several sub-sections:

- Case Info:** Includes fields for Case Name, Case Number (1270-0709-5690-9026979), Start Date (09/30/2001), End Date, Projected End Date, County (Los Angeles), State (California), and Country (United States).
- Case Status:** A table with columns for Status, Effective Date, and End Date. It lists three entries: 1. Voluntary (01/15/2014), 2. Voluntary (02/25/2010 to 06/13/2013), and 3. Court Involvement (02/24/2010 to 02/25/2010). Below this is a radio button selection for Status (Court Involvement or Voluntary) and fields for Effective Date and End Date.
- Associated Referral Information:** Includes fields for Referral Name, Referral ID, and Received Date.
- Intervention:** A table with columns for Reason and Primary Agency Responsible. The first entry is "Caretaker Absence/Incapacity" with "County Welfare Department" as the responsible agency.
- Case Alerts:** A section highlighted with a red box, containing two alerts:
 - "**SOGIE ALERT** On DATE child/NMD expressed consent for [] (sexual orientation or gender identity or gender expression) data to be documented and/or disclosed. **SOGIE ALERT**"
 - "**SOGIE ALERT** On DATE child/NMD expressed for [] (sexual orientation or gender identity or gender expression) data to NOT be documented and/or disclosed. **SOGIE ALERT**"
- Case Suspension:** A table with columns for Start Date, End Date, and Reason for Suspension. It shows one entry: Start Date 06/13/2013, End Date 01/15/2014, Reason for Suspension NMD Reentry as 300. Below this are input fields for Start Date, End Date, and Reason for Suspension.

The status bar at the bottom of the window shows "Ready" and the case ID "[Case [1270-0709-5690-9026979]]".

If a child/NMD expresses consent for SOGIE to be documented and/or disclosed, the CSW is to select the corresponding choices from the SOGIE drop down menus (See Examples 4 and 5 below)

Example 4

Client Services - Case [1270-0709-5690-9026979] - [Client (Case Focus Child) ()]

File Edit Search Action Associated Attach/Detach Window Help Tools

Summary ID Demog Address Names Related Clients ID Num Juv Cr: # Search Log AFDC/FC Attorneys Service Providers LCWA Contributing Factors Spec Pj

Name and Identification

Client Information

Prefix First Middle Last Suffix Name Type Client Index Number (CIN)

Unknown Client Sex of Birth Male Mental Status Client Is/Was Adjudicated Delinquent

Driver's License - State/Number Date of Birth or Age and Age Unit 02/22/2005 18 Years

Alien Registration # Client is a Minor/NMD Parent Client Number 1252-6910-8772-5026979

Outstanding Warrant Exists

Military Status: Dependent Active Veteran No Involvement Unknown

Previously Adopted: Yes No Unknown

CSEC Data

CSEC Type	Start Date	End
At Risk	02/28/2015	

SOGIE Data

Sexual Orientation: Unable to Determine

Gender Expression: Did Not Ask

Language

Primary Language: English

Secondary Language:

Literate: Yes No Unknown Not Applicable

Race/Ethnicity

Specify Race if known: White

Other Ethnicity:

Hispanic or Latino Origin

Yes No Declines to State Unable to Determine

Dual Status Information

Dual Status Type	Start Date	End
------------------	------------	-----

Safety Surrendered Baby

The Client has been involved in the Safety Surrendered Baby Program

Confidentiality

Confidentiality In Effect

Effective Date: 02/14/2012

Drug/Mental Health Issues Affecting this Client

Drug Use: Yes No

Alcohol Use: Yes No

Mental Health Issue: Yes No

Other Client Information

ICWA Eligible: Yes No Not Asked Pending

Incapacitated Parent: Yes No Unknown Not Applicable

Child has Indian Ancestry:

Indian Ancestry Notification

County	Date
--------	------

Safety Alert Information

Activation Date	Reason	Deactivation Date
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Safety Alert Activation: Activation Date, County, Reason, Explanation

Safety Alert Deactivation: Deactivation Date, County, Explanation

Ready Case [1270-0709-5690-9026979] - Client (Case Focus Child) ()

Example 5

Client Services - Case [1270-0709-5690-9026979] - [Client (Case Focus Child) ()]

File Edit Search Action Associated Attach/Detach Window Help Tools

Summary ID Demog Address Names Related Clients ID Num Juv Crim# Search Log AFDC/FC Attorney Service Providers LCWA Contributing Factors Spec Prj

Name and Identification

Client Information

Prefix First Middle Last Suffix Name Type Client Index Number (CIN)

Unknown Client Sex at Birth Male Mental Status SSN Client Is/Was Adjudicated Delinquent

Driver's License - State/Number Date of Birth or Age and Age Unit

02/22/2015 18 Years

Alien Registration # Client Number 1252 0910-0772-5026979

Client is a Minor/NMD Parent Client Number Outstanding Warrant Exists

Military Status: Dependent Active Veteran No Involvement Unknown

Previously Adopted: Yes No Unknown

SOBIE Data

Sexual Orientation: Unable to Determine

Reason Unable to Determine: Client Does Not Know

Description:

Gender Identity: Did Not Ask

Gender Queer/Gender Non-Binary Male Transgender Female Transgender Male Not Listed Unsure Declines to State Did Not Ask

Language: Primary Language English Secondary Language

Literate: Yes No Unknown Not Applicable

Race/Ethnicity: Specify Race? If known White Primary Ethnicity Unable to Determine - Reason Other Ethnicity

Hispanic or Latino Origin: Yes No Declines to State Unable to Determine

Unable to Determine - Reason

Safety Surrendered Baby: This Client has been involved in the Safety Surrendered Baby Program

Confidentiality: Confidentiality In Effect Effective Date 02/14/2012

Indian Ancestry Notification: Child has Indian Ancestry

Drug/Mental Health Issues Affecting this Client: Drug Use, Alcohol Use, Mental Health Issues

Safety Alert Information

Activation Date	Reason	Deactivation Date

Safety Alert Activation: Activation Date, County, Reason, Explanation

Safety Alert Deactivation: Deactivation Date, County, Explanation

If a child/NMD discloses that they are heterosexual (sexual orientation), gender queer (gender identity), and feminine (gender expression); however, express that they do not give consent for their gender identity or expression to be documented or disclosed the CSW shall only document the sexual orientation as disclosed in the Sexual Orientation field, and in the Gender Identity and Gender Expression fields, the CSW shall select "Declines to State." (See Example 6 below)

Example 6

Client Services - Case [1270-0709-5690-9026979] - [Client (Case Focus Child)]

File Edit Search Action Associated Attach/Detach Window Help Tools

Summary ID Demog Address Names Related Clients ID Num Juv Cit # Search Log AFDC/FC Attorneys Services Providers LCWA Contributing Factors Spec Pt

Name and Identification

Client Information

Prefix First Middle Last Suffix Name Type Client Index Number (CIN)

Unknown Client Male Sex of Birth Mental Status SSN Client Is/Was Adjudicated Delinquent

Driver's License - State/Number Date of Birth or Age and Age Unit Military Status Previously Adopted

02/22/2005 18 Years Dependent Adoption Age

Yes No

Yes No Unknown

Client is a Minor/NMD Parent Client Number 1252-69104972-5026979

Outstanding Warrant Exists

CSEC Data

CSEC Type	Start Date
At Risk	02/28/2015

SOGIE Data

Sexual Orientation Straight or Heterosexual Reason Unable to Determine Description

Gender Identity Declines to State Description

Gender Expression Declines to State

Language

Primary Language English Secondary Language

Literate Yes No Unknown Not Applicable

Race/Ethnicity

Specify Race if known Primary Ethnicity White Unable to Determine - Reason Other Ethnicity

Hispanic or Latino Origin

Yes No Declines to State Unable to Determine

Dual Status Information

Dual Status Type	Start Date
------------------	------------

Safety Surrendered Baby

This Client has been involved in the Safety Surrendered Baby Program

Confidentiality

Confidentiality In Effect Effective Date 02/14/2012

Drug/Mental Health Issues Affecting this Client

Drug Use Alcohol Use Mental Health Issues

Yes No Yes No Yes No

Other Client Information

ICWA Eligible Incapacitated Parent

Yes No Not Asked Pending Yes No Unknown Not Applicable

Child has Indian Ancestry

Indian Ancestry Notification

County	Date
--------	------

Safety Alert Information

Activation Date	Reason	Deactivation Date
-----------------	--------	-------------------

Safety Alert Activation Deactivation

Activation Date County Deactivation Date County

Reason Explanation

In the CWS/CMS Case ID page in the Case Alerts text box the CSW is to include the following (See prior Example 3):

**** SOGIE ALERT **** On DATE child/NMD expressed consent for sexual orientation to be documented **** SOGIE ALERT****

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 should 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 in 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 when considering placements:

- 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 the [Transitional Shelter Care \(TSC\) Program 0100-510.37](#) policy 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 the [Health and Medical Information 0600-500.20](#) policy.

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's/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's/NMD's SOGIE to a child's/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's/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 prior to every CFTM 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. Refer to the [Child and Family Teams 0070-548.01](#) policy for further guidance.

Transgender and Gender Non-Conforming (TGNC) Children/NMDs

According to [SB731](#) 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. Information regarding [SB 731 \(2015\)](#), 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.

When shared accommodations are required, DCFS shall discuss roommate compatibility to ensure that assigned roommates are affirming of the child/NMD. TGNC children/NMDs should be actively engaged in the placement process and be given specific options, so that they can help identify the situations that will work best for their

needs and safety.

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:

1. Accessibility of single stall, gender neutral bathrooms, and/or private showers;
2. Staff supervision during use of communal bathrooms/showers; and
3. 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.

Beginning March 1, 2022, children, youth and young adults who identify as LGBTQ+ can voluntarily participate in the LGBTQ+ Tailored Services to Youth program. The program is an opportunity for LGBTQ+ youth to receive necessary and beneficial services, inclusive of and while celebrating their SOGIE. To access the program, the youth needs to be referred by electronic submission. More information, including the referral form, can be found at <https://dcfs.lacounty.gov/youth/lgbtq-youth/>. Once a youth self-identifies as LGBTQ+, and consent is received, CSWs should provide the LGBTQ+ Tailored Services to Youth program information to the youth and ask if youth would like to participate. If the youth agrees, the CSW should submit a referral as instructed and according to referral form.

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's/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's/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 "also known as" (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 the child/NMD consents and the CSW can refer children/NMDs to the Los Angeles Superior Court's self-help page at <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

"Gender-affirming health care" is defined in [WIC 16010.2](#) as 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)

For children age 10 and older, the CSW shall be responsible for ensuring that children/NMDs receive age-appropriate, medically accurate, culturally sensitive sexual and reproductive health information that includes:

- Informing children/NMDs that they may access age-appropriate, medically accurate information about reproductive and sexual health care, including, but not limited to, unplanned pregnancy prevention, abstinence, use of birth control, abortion, and the prevention and treatment of sexually transmitted infections. Refer to [Foster Youth Bill of Rights](#) for further information.
- Informing children/NMD, in an age and developmentally appropriate manner, of their right to consent to sexual and reproductive health services.
- Informing children/NMDs about their confidentiality rights regarding medical services and seeking the child's/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).
- Informing the children/NMDs how to access reproductive and sexual health care services and facilitated access to that care, including by assisting with any identified barriers to care, as needed.
- 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.
- 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.

[Back to Procedure](#)

APPROVALS

None

[Back to Approvals](#)

HELPFUL LINKS

Attachments and Resources

[Experiences and Well-Being of Sexual and Gender Diverse Youth in Foster Care in New York City: Disproportionality and Disparities](#)

[LGBTQ Youth in Unstable Housing and Foster Care \(2019\)](#) Baams L, Wilson BDM, Russell ST. *LGBTQ Youth in Unstable Housing and Foster Care*. *Pediatrics*. 2019;143 (3): e20174211

[FYI- 18-07](#)-Transgender Children/Nonminor Dependents in Out-of-Home care

[FYI 19-16](#)- Documenting Sexual Orientation, Gender Identity, and Gender Expression (SOGIE) Data Into CWS/CMS

[Los Angeles County Placement Coordinating Memorandum](#)

[Recognize Intervene Support Empower \(RISE\) Program Glossary](#)

[Instructions for Entering SOGIE Data into CWS/CMS](#)

[Foster Youth Bill of Rights](#)

[Foster Youth Bill of Rights Handbook \(Spanish\) \(Vietnamese\)](#)

[Foster Youth Bill of Rights Coloring Book \(Spanish\)](#)

[Foster Youth Rights Handbook Signature Page](#) (Written Acknowledgment)

[LA County Youth Rights Website](#)

[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 SOGIE 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](#)

[Los Angeles Superior Court self-help page-Info on name change](#)

[5 Things to Know if you Think Your Child is LGBTQ+](#)

[Back to Helpful Links](#)

REFERENCED POLICY GUIDES

[0070-548.01 Child and Family Teams](#)[0100-502.52 Placement Preservation Strategy, 14-Day Advanced Notice of Placement Changes and the Grievance Review Process](#)[0100-510.61 Placement Responsibilities](#)[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](#)[Back to Referenced Policy Guides](#)

STATUTES AND OTHER MANDATES

[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 Nonminor Dependents (NMDs) in foster care.

[All County Letter 19-27](#) – Gender Affirming Care for Minor and Nonminor Dependents in Foster Care.

[All County Letter 21-149](#) – Documentation of Sexual Orientation, Gender Identity and Expression Information in the Child Welfare Services/Case Management System.

[All County Letter \(ACL\) 22-100](#) - Discusses Placement Preservation Strategy and provides Frequently Asked Questions.

AB959- Lesbian, Gay, Bisexual and Transgender Disparities Reduction Act

[AB 2119](#)- Gender Affirming Care for Minor and Nonminor Dependents in Foster Care

[SB 731](#) (2015)- Requires children and nonminor dependents in an out-of-home placement to be placed according to their gender identity, regardless of the gender or sex listed in their court or child welfare records.

[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.

[Welfare and Institutions Code section 16001.9\(a\)\(24\)](#) – Affords the right of all minors and nonminors 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.

[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.

[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 \(ACIN\) 1-20-08](#) - 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)

California Welfare and Institutions Code § 903.7

California Welfare and Institutions Code § 16001.9(a)(23)(25)

California Welfare and Institutions Code § 16003

[California Welfare and Institutions Code § 16013\(a\)\(b\)](#)

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)

[Back to Statutes and Other Mandates](#)

Communication Campaign 6 Places to Share Your Personal Pronouns Infographic

Become a pro at pronouns!

6 Places to Share Your Personal Pronouns

Diversity *Ask! Don't assume* *INCLUSION* *acceptance* *RESPECT*

- 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?"

SHOW YOU CARE


- 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.

YOU CAN DO THIS
- 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

Los Angeles County Department of Human Resources Transgender Awareness Glossary of Terms



LGBTQ+	Lesbian, gay, bisexual, transgender, queer/questioning, and '+' to represent all other sexualities/gender minorities
SOGIE	Sexual orientation, gender identity/expression
GNC	Gender non-conforming
FTM	Female to male
MTF	Male to female
Sex assigned at birth	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
Gender	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'
Gender Identity	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.
Gender Expression	External manifestation of gender expressed through one's name, pronouns, clothing, haircut, behavior, voice, and/or body characteristics
Sexual Orientation	Describes a person's enduring physical, romantic, and/or emotional attraction to another person
Heterosexual/Straight	An adjective used to describe people whose enduring physical, romantic, and/or emotional attraction is to people of the opposite sex
Heterosexism	The dominant notion or assumption that all people are heterosexual (and that heterosexuality is superior, better, and preferred)
Lesbian	A term used to describe a woman who is attracted to another woman
Gay	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)

Exhibit A-8

Homosexual*	Outdated clinical term used to describe people attracted to their same gender, but is considered derogatory and offensive
Homophobia	The fear of people attracted to the same sex
Bisexual/Bi	a person who is attracted to people of their own gender as well as another gender
Pansexual	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
Asexual	A term used to describe people who do not experience sexual attraction
Queer*	A self-identification, sometimes used as an umbrella term, that indicates not fitting cultural norms around SOGIE, someone who is not exclusively heterosexual
Questioning	A person who is exploring or questioning one or more aspects of their SOGIE
Sex Binary	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
Gender Binary	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)
Gender Roles	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
Cisgender	An adjective that describes a person whose gender identity aligns with their sex assigned at birth; not transgender
Transgender/Trans	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
Transphobia	Dislike of or prejudice against transgender people
Transsexual*	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
Transgender Man	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
Transgender Woman	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

Gender Non-conforming	A term used to describe some people whose gender expression is different from conventional expectations of masculinity and femininity
Non-Binary/Enby (NB)	(see genderqueer)
Genderqueer	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
Gender Variant	Expressing gender and/or having gender characteristics that do not conform to the expectations of society and culture (also referred to as 'gender creative')
Gender Fluid	An individual whose gender identity may continually change throughout their lifetime within different contexts and settings; may identify differently from situation to situation
Two-Spirit	A term traditionally used by some Indigenous tribes to recognize individuals who possess qualities or fulfill roles of multiple genders
Drag Queen/King	A person who dresses and acts like another gender for entertainment purposes; usually does not self-identify as transgender
Cross Dress/er	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
Androgynous/Andro	A gender expression that consistently has both masculine and feminine elements or neither (i.e. gender neutral)
Intersex	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
Gender Dysphoria	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
Transition	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
Coming Out	The lifelong process through which a person acknowledges and explains their gender identity and/or sexual orientation to themselves and others
Out	A person who self-identifies as LGBTQ+ in their personal, public, and/or professional lives

Rainbow Resource Network Blueprint

Last Updated:
March 2026



A Model for Scaling Access to Gender-Affirming Resources



Anthony Pritzker
FAMILY FOUNDATION



Unicorn Solutions



**LOS ANGELES
LGBT
CENTER**

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This icon indicates a **resource link that you can click!**

Overview



This Blueprint is a comprehensive guide to creating, sustaining, and expanding gender-affirming resource clothing "qlosets"¹ to support LGBTQIA2S+ foster youth. This document draws from the experience of developing the Rainbow Resource Network (RRN) in Los Angeles County, a public-private partnership demonstration that created four gender affirming resource qlosets at community-based organizations (CBOs). In particular, this Blueprint and the RRN is informed by the leadership of Youth Ambassadors, youth with lived experience in foster care who are part of the LGBTQIA2S+ community.



This Blueprint is designed for administrators, program directors, and others who want to build their own qloset and provide tangible resources and support to LGBTQIA2S+ youth in their community. Throughout this document you will find the following:

- A clear roadmap for replication
- Lessons learned from demonstration and pilot phases
- Operational guidance from youth and community partners
- Tools and templates for implementation
- Guidance on staffing, inventory, funding, and youth engagement

¹ The term "qlosets" was coined for this project as part of a tagline for the Rainbow Resource Network - Let's Get Beautiful Together Qlosets. This play on words utilizing the LGBTQ acronym is representative of the creative spirit of the project.

Why Gender Affirming Qlosets?

“Being a part of the Rainbow Resource Network has changed my life significantly... I’m proud to know I’m a part

of something that pushes to keep the LGBTQ community at the forefront.”

— Corinna Kirby, Youth Co-Lead, The Village Family Services



The Rainbow Resource Network is a universal access gender-affirming resource initiative designed to address a deeply felt need among LGBTQIA2S+ youth, particularly those in foster care, for access to clothing, gender affirming items (e.g. binders, gaffs, tucking underwear, shapewear, etc.), and spaces that reflect and respect their identities. More than just clothing closets, RRN qlosets function as trauma-informed, identity-affirming environments where youth are seen, styled, and supported by peers and adults alike. Born out of youth-identified needs and designed by CBOs in partnership with lived experience experts, RRN is a replicable model rooted in liberation, dignity, and belonging.

For many LGBTQIA2S+ foster youth who cannot obtain clothing that aligns with their gender identity, this lack of access can reinforce gender dysphoria, social stigma, and emotional distress.² Many traditional systems fail to address this gap, often leaving young people to navigate identity formation without the basic tools to do so safely and authentically. The qlosets provide not only clothing but affirming, connection oriented, and therapeutic spaces where youth are seen and celebrated. Having access to supports that help youth stay safe and informed is crucial.

² <https://www.contemporarypediatrics.com/view/affirming-gender-caring-gender-atypical-children-and-adolescents>

History and Development of the Rainbow Resource Network

The Rainbow Resource Network was launched in 2024, with support from the DCFS Office of Equity, philanthropy,³ and a youth-led design process to address the lack of funding and referral pathways for gender-affirming resources for LGBTQIA2S+ foster youth.

Through a coalition of four community-based organizations⁴ and Youth Ambassadors with lived experience, RRN established resource closets with connection to supportive services across Los Angeles. Recognized by the LA County Board of Supervisors⁵ as a best practice, RRN is now being scaled countywide to ensure universal access to affirming care.



“I feel more myself, and I get to express myself more.”

— Jamie, Qloset User

³ Anthony Pritzker Family Foundation funded the project, with evaluation and project management support from Casey Family Programs.

⁴ [Alexis Project](#), [Los Angeles LGBT Center](#), [Project Q](#), and [The Village Family Services](#) were the original CBO partners. Project management support was provided by [Unicorn Solutions](#).

⁵ Supervisors Lindsey Horvath and Hilda Solis [authored a motion in 2024](#) supporting the RRN and calling for its replication across Los Angeles County.

Youth Ambassadors:

Recruiting, Supporting, and Coaching Youth with Lived Experience to Lead



Centering the voice and leadership of youth⁶ and young adults impacted by the child welfare system who identify as LGBTQIA2S+ is essential to the design, implementation, and evaluation of the closets. Below are some key best practices to recruit, support, and coach youth and young adults:

Recruitment by CBO Partners

CBOs that support LGBTQIA2S+ youth and have trusted relationships with them are the best situated to recruit. Recruitment strategies can start with youth who have system-impacted lived experience and identify as part of the LGBTQIA2S+ community, particularly trans or gender expansive youth who have a preexisting and close relationship with the CBO. It is helpful to recruit youth who have an interest in gender affirming resources and care, policy advocacy, leadership opportunities, fashion design, LGBTQIA2S+ culture, and/or other creative instincts.


Offering Substantive Leadership Opportunities

The Youth Ambassadors leading RRN's development were recruited to co-lead the design, implementation, and evaluation of the closets. From the very first meeting of the RRN implementation team, Youth Ambassadors' experiences and ideas were intentionally centered and prioritized. They were also expected and supported to have a central role throughout their tenure with the RRN.



⁶ The term 'youth' is utilized throughout this document interchangeably with young adults. The recommended age range for the Youth Ambassador position is 16-26.

Provide Compensation

Youth Ambassadors, like any other expert consultants, should be compensated for their work.  At a minimum, youth should be compensated with a living wage.⁷ The **Administering Your Closet** section of this report has additional information about compensation and staffing structure. Provide counseling or coaching if youth have concerns about managing compensation, filing taxes, or impacts to existing public benefits.

Identify Clear Roles and Responsibilities

CBO staff supporting Youth Ambassadors should work with them to co-design clear roles and responsibilities based on the interests of youth and the needs of the youth-served by the organization. Youth Ambassadors will be most successful if the roles and responsibilities align with personal interests, skills and professional development goals. It is important for the Youth Ambassadors to understand their roles and responsibilities in the context of the other staff in the CBO as well as the implementation team. CBOs should offer an initial training up-front to orient the youth to the organization, policies/protocols, and other information that would be helpful for any new employee at the organization.



CBO Support and Mentorship

The role of CBO staff to support and mentor Youth Ambassadors cannot be overstated. Each Youth Ambassador should have a point of contact and mentor at the CBO who meets with them regularly. This support and mentorship includes advancing opportunities for them to lead, providing feedback on their professional development, and connecting them to resources or professional support during times of crisis. It is important that the Youth Ambassadors' supervisors confirm and support transportation planning or any other case management needs that will enable youth to succeed in this role. Due to the nature of identifying as LGBTQIA2S+ in the foster care system, research shows us that Youth Ambassadors may be disproportionately impacted by personal challenges and crises compared to their non-LGBTQIA2S+ identifying peers. This is to be expected and should be built into the support and design of the program. Ongoing, consistent support, mentorship, and communication are key to successfully partnering with Youth Ambassadors.


⁷ Find your location's living wage using the MIT Living Wage Calculator: <https://livingwage.mit.edu/>

Offering Professional Development Opportunities

It is important to provide ongoing training and coaching to Youth Ambassadors so they can be effective in their roles. Potential topics for training and coaching include: trauma-informed and healing practices, professionalism and representing your organization in the community, and specific topics as relevant to your qloset such as social media outreach, soliciting in-kind donations, managing inventory, etc. Consider exploring local training opportunities for emerging nonprofit professionals in your community; if unavailable, [NonprofitReady.org](https://www.nonprofitready.org) offers hundreds of free courses on topics like marketing/outreach, volunteer management, etc. 

Youth Ambassadors are also very effective in improving qloset experience and should be engaged regularly on questions related to inventory, marketing/outreach, etc. Consider asking, *‘how do you think the qloset experience could be improved?’* *‘what do you wish your experience had been visiting our qloset?’* *‘what items could be added to the qloset that you or your peers might be looking for?’*

Affinity Group Coaching and Support

Youth Ambassadors in the RRN demonstration project met regularly as an affinity team. This allowed them to connect with their peers and share ideas, provide support to each other, etc. Connecting Youth Ambassadors with their peers leading similar efforts and qlosets is a best practice for their personal and professional development. Review this [list of other organizations operating qlosets](#), to learn more about other closets across the country. In Los Angeles county, it is strongly recommended to **call or check the website** of each organization before visiting. Many qlosets operate by appointment only and have specific hours or intake procedures. 



“This isn’t their full-time job—Youth Ambassador support needs to be empowering but flexible.”

- RRN Nonprofit Partner

Creating Your Implementation Team



Creating and sustaining an implementation team throughout the design, implementation, and evaluation phases is critical. The implementation team's role is to ensure the project is on track, resourced appropriately, and meeting the intended outcomes.

It is helpful and recommended to develop working agreements and a charter for your implementation team.

This tool from the National Implementation Research Network is a good starting point to work through with your team.

The team should consist of key partners including Youth Ambassadors, CBO representatives, DCFS partners, philanthropy representatives (if involved), project manager, and others who will be necessary for program implementation. This group can meet on a monthly basis to review plans, progress, and troubleshoot barriers.

Designing and Operating Your Qloset

In the first year of this demonstration project, Youth Ambassadors emphasized that carefully designing the qloset-user experience is central to success. Key considerations for designing and managing a qloset include:

- **Clear communication:** Consistently share what youth can expect (process, inventory, experience) via websites, social media, newsletters, and collateral, as well as in pre-visit communication to youth.
- **Appointment forms:** Ask if youth are interested in gender-affirming items and encourage youth to identify their preferences in advance of appointment so that qloset staff can be more prepared to support them. Ensure that all staff and volunteers are aware of gender identity, pronouns, and specific requests before the appointment. For youth who are not able to travel to your site, consider organizing convenient curbside pick-up by a social worker, caregiver or other trusted adult. Shipping items is also another way to ensure youth in your community have access.



- **Resource linkage:** Place closets, if at all possible, where youth can also easily access CBO supportive services and supports.
- **Outreach:** Youth may learn about closets through referrals, word of mouth, social media, or flyers ([see examples here](#)). 🗨️ Staff, caregivers, and organizations may also benefit from direct presentations that give an overview of closets, gender affirming items, and how to access them ([see example here](#)). 🗨️ Some organizations have also found success in doing mobile outreach in the community (with backpacks full of supplies) to places where youth congregate. Consider incentives (e.g. gift cards) to engage and encourage initial visits to your closet site.



- **Respect:** Always ask for and honor pronouns; never assume identity or clothing preferences.
- **Human connection:** Prioritize supportive, peer-and staff-led interactions over transactional exchanges.



“That’s been my journey this year... **Finding who I am through clothing.** And Rainbow Resource Network **is perfect to do that.**”

- Cielo, Closet User



- **Choice and autonomy:** Allow youth to freely select items (style and affirming gear). Each closet may vary but should ensure easy, universal access.

- **Welcoming environment:** Greet youth upon arrival and help them complete a short intake form. Provide staff/volunteer training so interactions are respectful, trauma-informed, and affirming.

[See a sample training video here.](#)

- **Design and ambience of the closet matters.** Create a welcoming environment that feels like a boutique experience. Consider adding art, comfortable furniture, mirrors and a dressing room or dedicated bathroom (for privacy). One participant noted that the RRN closets **"reassure them [participants] that what you're feeling, how you feel, is valid. Don't ever let anybody tell you different. You know, there's always a space... That you can come be yourself if you're not able to do that at home."**

- **Visibility of affirming items:** Display Pride decor, zines or gender-affirming items so youth know they are available, even if they don't request them immediately. For examples of [educational materials to share in closets](#) [click here.](#)



“This brought me a lot of joy; **I really needed this.**”

— Visitor, Alexis Project Closet

Safety Considerations and Priorities



Safety and security is at the heart of the Rainbow Resource Network (RRN). Because LGBTQIA2S+ foster youth often navigate complex systems with histories of harm, creating trauma-informed, affirming, and safe spaces is a central tenet of every closet site and event. This section outlines safety priorities, sensitive practices, and de-escalation considerations for closet staff, volunteers, and partners.

Location Matters: Safety by Design

- Choose closet sites and pop-up locations with youth privacy and safety in mind. Avoid locations heavily surveilled or affiliated with non-affirming institutions.
- Assess nearby public transit access and neighborhood safety before selecting a venue.

Visibility vs. Safety

- Balance Pride-centered visibility with discretion. Avoid overly "rainbowed" or labeled marketing that could out youth involuntarily (e.g., "Come to the Gay Closet!").
- Instead, use neutral, affirming terms like "Style Me Affirmed," "Free Clothing & Gear Event," or "Community Closet for Youth."
- Consider sharing closet or event address, upon registration rather than on marketing collateral.





Marketing Distribution: Who Gets the Info?

- Target flyers and outreach to schools, caseworkers, affirming shelters, Genders & Sexualities Alliances (GSAs), and youth centers.
- Be intentional about where materials are posted to avoid outing youth or placing them at risk.

Affirming Youth Interactions

- Use phrases like: “Would you like help finding something that feels like you?” or “What makes you feel comfortable or confident?”
- Avoid assumptions: never assign genders to clothing or suggest what youth "should" wear.
- From AMA training: Let youth lead the way, don't pick for them. Offer, don't direct.

Trauma-Informed & Youth-Centered Practices

- Normalize asking pronouns without fanfare: “Hi, welcome in! What name and pronouns would you like us to use today?”
- Offer private shopping options or buddy systems with Youth Ambassadors.
- Avoid over-questioning or asking personal details unless necessary for care.

Crisis Response & De-Escalation

- Develop protocols for:
 - Access to a trained clinician or case manager if a youth is in visible distress
 - Triage without immediate police/fire involvement unless there is a clear safety risk
 - Clear escalation pathways to trusted staff trained in trauma-informed support
- Consider having de-escalation tools (quiet space, calming items, contact cards for crisis lines)

Guests, Tablers & External Partners

- Create a basic **Code of Conduct** for events and qloset visits that outlines:
 - Respect for identities
 - No hate speech, misgendering, or unsolicited advice
 - Use of inclusive language and active listening
- Screen all event partners using questions such as:
 - “What is your organization’s experience working with trans and queer youth?”
 - “How do you ensure your space and staff are affirming?”
 - “How would you respond if someone misgenders a youth?”



Recommendations from RRN Partners

- Staff shared that they now ask hosts: “What security measures are in place?” and “Have you had any issues with LGBTQIA2S+ events in the past?” before tabling. Tabling in groups of two or more.
- Partners should consider the emotional and physical safety of their Youth Ambassadors and staff when invited to events. Not every event needs to be attended by Youth Ambassadors.

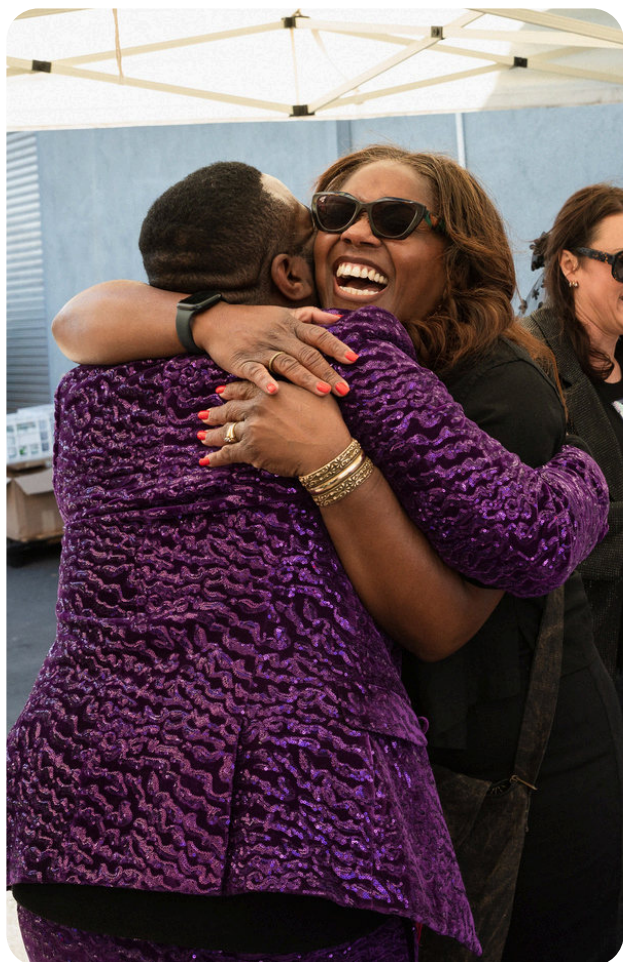



Safety is not only about crisis management—**it’s about crafting affirming, welcoming environments that allow LGBTQIA2S+ youth to exhale.** By designing with care and awareness, qlosets become not only physically safe, but **emotionally secure sanctuaries where youth are affirmed, not exposed.**


Measuring Success: Tips, Tools, and Techniques




Tracking key data and metrics related to your closet - including qualitative and quantitative data - will help you understand the impact of your closet as well as demonstrate its effectiveness to support sustainability. Youth may be sensitive about sharing data related to their sexual orientation or gender expression, or have other privacy concerns, so it is wise to create evaluation tools that allow users to remain anonymous or do not require personally identifiable information. Here are a few key elements and tools to consider:



- **Create and Administer a Post-Visit Survey** 
 - The post-visit survey - [example utilized for RRN here](#) - serves two purposes. First, it supports inventory tracking by identifying which items youth are selecting. Second, it provides a measure of youth satisfaction with the closet experience and opportunities for improvement. The survey should take less than a few minutes to complete, be largely checklist or rating scale based, and provide an opportunity for youth to share narrative feedback if they choose to do so. Consider having an iPad or other tablet available at the closet site for youth to leave feedback directly following their visit, or include a survey link in any follow-up emails.
- **Conduct Interviews and Focus Groups**
 - Once the closet is operational, conducting brief interviews and focus groups with youth who have accessed the closets provides richer data about the experiences of youth. This qualitative data can guide the continued

development of the closet and deepen understanding of youth experiences related to their gender identity. It can also illuminate what they consider most important in resources, support, and harm reduction, as well as their recommendations for improving the child welfare system and related agencies. Youth Ambassadors can help develop the focus group questions and tailor them to what is most important to learn from their perspective. [This link](#)  shows the focus group questions used in the RRN evaluation.

- While in nearly all cases names are not associated with any opinion or quotation, it is necessary to ensure all interview and focus group participants provide verbal or written consent to participate in the discussions. This provides them with the opportunity to understand exactly how the information they share will be used, and the protections in place so they are fully informed before making a decision to participate. [Here is the consent form](#)  used for RRN interviews and focus groups (all participants 18+ years old).



• Create a Thematic Summary Utilizing Qualitative and Quantitative Data

- Analyzing quantitative and qualitative data in combination is an effective technique. These data can be summarized in a report highlighting key themes shared by participants and how the quantitative data reflects those experiences. The report can be useful for the implementation team as well as the broader public.

• Consider Collecting Additional Quantitative Data

- Depending upon additional programming offered at the closet site, impact might be beyond and greater than provision of key supplies. The actions taken by the closet staff and its support services might help youth feel more comfortable at home, at school and/or at their workplace. In addition to post-visit survey data, there are other quantitative data related to the experiences of youth that can be collected. While these data may be more difficult to gather, it does provide a more comprehensive view of the effectiveness of the closets in reaching their intended impact. For example, a “Then-Now” design could be used to measure a youth’s sense of hope, as well as satisfaction with their clothes and personal care items prior to and after receiving supplies from the closet. With this approach the youth completes the rating scales and reflects on where they were prior to the closet visit (“then”) and now after the visit.



Insights from RRN Youth Participants

This summary includes thematic analysis of interviews, led by Elliott Hinkle of Unicorn Solutions LLC, with twenty (20) youth who accessed the Rainbow Resource Network: Let's Get Beautiful Together Qlosets (RRN). All youth identified as LGBTQIA2S+ and were ages 18-26, from various communities across Los Angeles, and had experience with one or more of the child welfare, juvenile justice, and houseless systems.



“You walk through this place, you are desperate for anything, you are desolate in life... and then you walk in there and you see this shiny little corner... **You would not believe how many lives of young teenagers that could completely change.**”

— Pan, Qloset User

Interview questions covered topics such as: access and awareness of RRN, experiences of belonging, safety, and affirmation, systemic support and gaps in Child Welfare and other youth-serving systems, and what resources they need when accessing qlosets. All questions were designed to understand the youth’s experience accessing the qlosets as well as their broader life and system-impacted experience.⁸

Based on responses from youth, it is clear the Rainbow Resource Network has become an affirming, impactful, and necessary resource for LGBTQIA2S+ youth navigating child welfare, homelessness, and community-based systems of care. Interviews with youth participants reveal that the RRN is not merely a service distributing gender-affirming items for youth; it is an ecosystem of affirmation, safety, and belonging. These findings underscore that gender affirmation in all forms is not a special add-on to services, but a prerequisite for survival and improved mental health. The RRN’s early success, and the youth’s reflections, offer both a blueprint and a call to action for child welfare administrators and community based organizations committed to improving the lives of LGBTQIA2S+ youth in their community.

⁸ For a full list of interview questions, please [access this link](#).

Key Themes from RRRN Evaluation

Affirmation as a Lifeline

System Challenges and The Impact of Community-Led Support

Connection, Not Transaction

Access Barriers and Systemic Friction

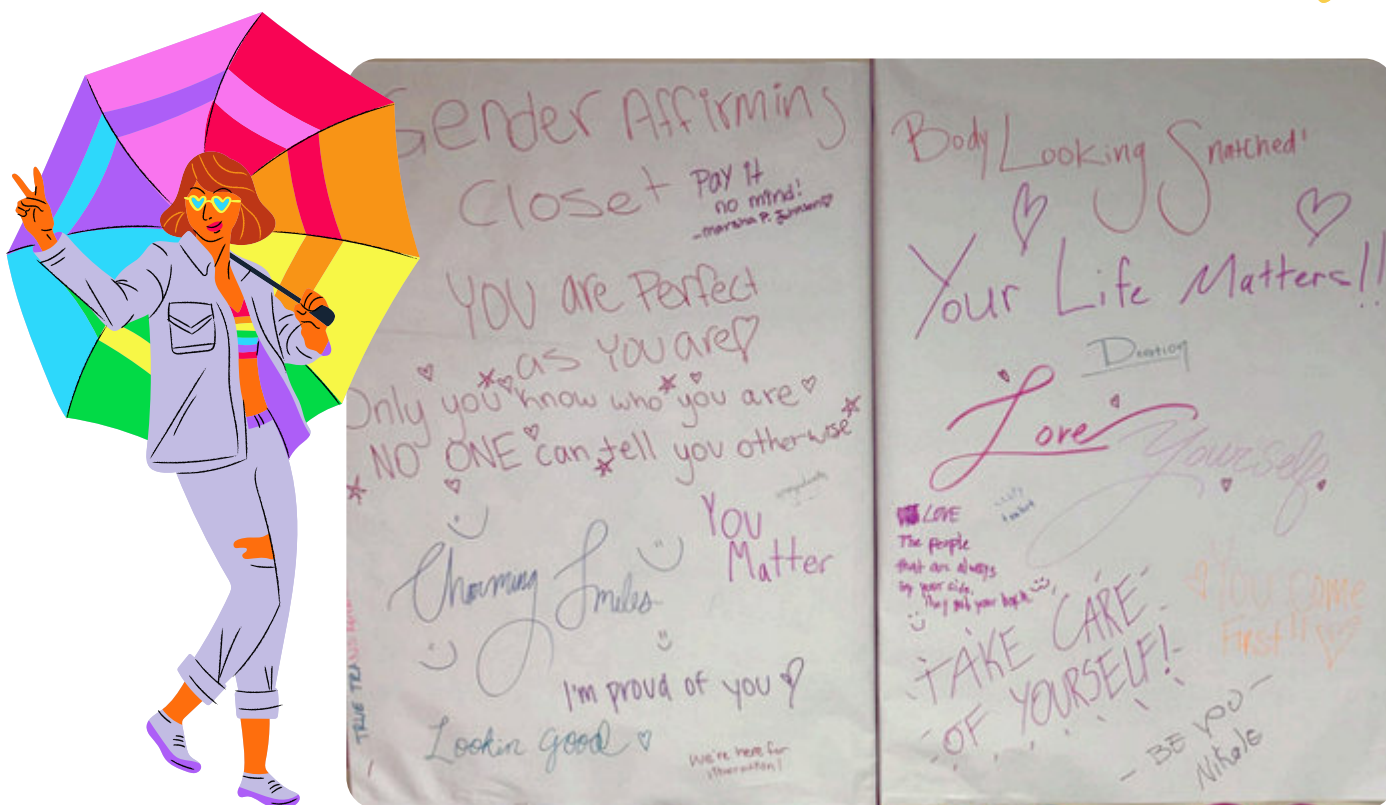
Material Resources Are Gateways to Dignity

The Qloset as Sanctuary

1. Affirmation as a Lifeline

Youth consistently described affirmation as a foundational need, directly tied to survival and mental health. To them, affirmation means being seen and accepted without question—being treated “like a person” rather than a label or case file. Youth across interviews shared the importance of the use of correct names and pronouns, respect without hesitation, and freedom to explore identity safely. What it means: affirmation is life-saving, not symbolic. One participant stated that being affirmed is the difference between surviving and feeling alive, noting,

"It makes me want to keep living, and it makes me feel like I'm not just surviving every day to get through to the next day,... **it makes me feel like I'm alive.**"



2. The Qloset as Sanctuary

Most youth emphasized that the RRN qloset space is more than a resource, it is a sanctuary. In a system often experienced as non-affirming or hostile, the qloset provided emotional safety, belonging, and autonomy. Youth used words like “safe,” “chill,” “home,” and “freeing” to describe the environment. Details such as handwritten affirmations (“**love letters**”) and peer connection transformed the space into a community hub rather than a transactional site. The space gave permission to explore, play, and rediscover joy, often for the first time in years.

3. Material Resources Are Gateways to Dignity

Access to affirming clothing, hygiene products, and gender-specific items (binders, packers, tucking tape, etc.) directly impacts how youth see themselves and navigate the world. For many, these items are the first tangible validation of their identity. However, youth also identified persistent gaps: lack of plus-size and larger shoe options (XL–3X, women’s 12–16), a need for masculine-presenting and alternative/goth styles, and a desire for harm reduction and sexual wellness supplies (lube, dental dams, sharps boxes). Addressing these gaps was seen as central to equity and dignity.

4. Access Barriers and Systemic Friction

The most common access barriers were transportation and inconsistent outreach. Youth often discovered RRN “by chance” through social media, flyers, or a rare, informed staff member. Some of the consistent barriers to accessing the closets are: long bus rides (up to two hours) were prohibitive; caseworkers rarely shared or knew about RRN information; even when the resource was nearby, limited hours or once-a-month access limited continuity of support. These findings call for intentional outreach, transportation solutions, and regular access schedules.





5. Connection, Not Transaction

Youth want connection, not charity. They described RRN staff and volunteers as some of the only adults who listen, remember details about their lives (“How’s your dog, Mango?”), and engage without judgment. Youth requested style workshops, makeup tutorials, and voice or haircut sessions, not just as services, but as opportunities for connection. Peer mentorship was repeatedly named as a next step to expand the closet’s impact. Youth envision closets as community anchors, with events, hangouts, and group learning that reduce isolation and build resilience.

6. System Challenges and the Impact of Community-Led Support

Youth interviews reveal a contrast between RRN experiences and system placements (foster care, shelters, group homes). Many reported being misgendered, denied affirming clothing, or punished for gender expression in placements. Some had struggles with staff who often “saw both sides” of hate incidents rather than intervening. Youth named that lack of affirmation impacted development, eroded self-worth, and left them “unprepared for adulthood.” RRN’s success highlights that community-based, peer-informed and led programs are a critical support to address systemic challenges.



What Has Worked Well:

The following bright spots were shared by youth across interviews and represent opportunities to scale and replicate these elements as RRN sites expand:

- **Affirming staff and peer environment:** consistent use of correct pronouns, genuine care, and nonjudgmental interactions.
- **Physical environment:** visible affirmations, calm atmosphere, and design that signals safety.
- **Material support:** range of gender-affirming and basic-needs items offered free of charge.
- **Emotional impact:** increased confidence, motivation, and hope.
- **Organic outreach:** social media and peer word-of-mouth were highly effective when present.

What Could Be Improved:

Youth also raised areas for improvement; these recommendations can serve the RRN sites currently operating and offer a roadmap for new sites developing their closets.

- **Inventory equity:** consistent access to plus-size, masculine, and alternative-style items.
- **Transportation access:** stipends, ride partnerships, or delivery models.
- **Outreach strategy:** targeted TikTok/Instagram campaigns, visually engaging flyers, and mandatory caseworker training to share information.
- **Service integration:** structured referral pathways for therapy, haircuts, and gender-affirming medical care.
- **Frequency of access:** flexibility for repeat visits as youth needs evolve.



Cautions and Guidance for Replication

For child welfare administrators, funders, and community partners aiming to replicate closets, several cautions emerged:

1. **Center lived experience.** Youth and trans-led feedback loops must guide ongoing design and evaluation.
2. **Do not treat gender affirmation as an add-on.** It must be embedded in all policies, spaces, and staff conduct.
3. **Staff education cannot be optional.** Training must move from tolerance to *active affirmation*.
4. **Avoid “both-sides” neutrality.** Silence in the face of bias perpetuates harm.

Ensure placements and partnerships are affirming. Youth should never have to “mute” themselves for safety.



Conclusion

The Rainbow Resource Network stands as proof that affirmation and support is critical to the safety and wellbeing of youth who identify as LGBTQIA2S+. These closets are more than collections of clothing; they are sites of transformation, self-recognition, and resilience. Replicating this model means not only recreating the shelves and hangers but building a culture where affirmation, safety, and belonging are woven into every decision, policy, and interaction.

"And it made me feel seen. I think that's also an important thing. Like, it provided a space for me to feel safe and to be a kid... **I hadn't seen so many gender-affirming things in one place, and it was tailored for everybody.**" - Spencer, Youth Ambassador, LA LGBT Center

“In social services, it can take a long time to see results - however, **the closet impact is seen and felt instantaneously**”

— CBO Provider, RRN



Administering Your Qloset:

Staffing, Budget, and Inventory



The lessons learned and recommendations documented below are designed to assist CBO partners and Youth Ambassadors to administer their qlosets effectively. Each qloset is unique, so tailoring the staffing, budget, inventory, and management to those specific needs is important.

Staffing

Staffing should be commensurate with the reach and activity of the qloset, which will vary by location and over time. Depending on the size and reach of the qloset, a phased staffing plan may be useful. The first phase of the plan could include a .50 full time equivalent (FTE) staff position at the CBO to support Youth Ambassadors, participate in the implementation team, and to manage the qloset on behalf of the organization. Once the qloset is operational, staff time may need to increase based on demand.





For the RRN demonstration, CBOs typically supported two Youth Ambassadors in their roles. By having two Youth Ambassadors, they are able to experience greater peer support and avoid the feeling of being tokenized during the process. A conservative estimate of Youth Ambassador time is .25 FTE during the design phase. Similar to the CBO staffing, Youth Ambassador time dedicated to the project may need to be increased based on demand. Depending on your organization's operating structure, it may make sense for you to bring on youth as interns, fellows, or consultants to allow for flexibility in their role. Hiring youth as part-time employees (as opposed to consultants or interns) proved problematic for some of our organizations in the first year of the pilot and introduced rigidities and complications (e.g., navigating taxes and benefits) that did not work well for the Youth Ambassador role.

Budget

The budget for the closet consists of costs related to staffing (including Youth Ambassador stipends), inventory, special events and other needs based on the marketing, physical space design and maintenance, data tracking and evaluation, transportation support (if provided to youth), administration, and others based on the specific needs of the closet.



A **sample budget template** is included to illustrate how you might allocate funds to support closet launch and ongoing maintenance. In Los Angeles County, transportation was a huge barrier for closet users and therefore an expense that needed to be addressed for each closet sites. Depending on the organization, you may be able to utilize Medicaid reimbursable services like **Call the Car** (covered by MediCal) in California or partner with the local child welfare agency to arrange county-sponsored transportation. 

This budget template does not include one-time costs for closet set-up (shelving, standing mirror, dressing rooms, clothing racks, etc.). To reduce initial set-up costs, some sites engaged local volunteer groups to support transformation of physical closet space and do manual labor such as painting, shelf installation, etc. Other opportunities to mitigate costs, include engaging in-kind donors. More information on donor engagement is included in the **'Sustainability'** section on page 30. 



“Just to be able to go somewhere and be able to get certain products free at hand, **it's everything.**”

— RRN Qloset Participant

Inventory

Qlosets include clothing, gender-affirming gear, hygiene items, and accessories. Inventory is curated with input from youth and tailored by site. Donated and purchased items are combined to meet needs. An [example of inventory items](#) is included here.

Core Categories



- Gender-Affirming Gear: Binders, packers, STPs, tucking underwear
- Personal Care: Razors, hair products, period underwear, make-up, etc.
- Everyday Clothing: All-gender, size-inclusive, seasonal
- Formalwear: For prom, graduation, job interviews
- Safe Sex Supplies: Condoms, dental dams, gloves
- Cultural Responsiveness: Hair care for textured hair, skin-tone inclusive items



Gift cards and flexible funds are important to include, as they allow youth to purchase items that may not be in stock, empower youth to make purchases directly, and can address issues that require flexibility (such as hair cuts, electrolysis, etc.). Be sure to include educational materials in your inventory so that youth have access to take-home resources. Examples of zines and other hand-outs are [available here](#).



Tracking inventory consistently was a challenge cited by all partners. Solutions such as utilizing spreadsheets, interns to manage tracking, and QR tagging were explored as solutions. Here's [an example of an inventory worksheet](#) created by one of our partners, the LA LGBT Center.



When developing inventory, start small and focus on core gender-affirming items like binders, packers, tucking underwear, etc. Consider your community needs and what youth in your area might request (including culturally considerate products) and supplies for youth experiencing homelessness (e.g., more portable hygiene items). Be inclusive in terms of sizing, skin tone/shade, and hair texture when purchasing inventory.

To give some examples of places, item types, and prices, consider these examples below:

- Binders: [GC2B](#)
- Tucking underwear: [Tuck it Upppp](#)
- [Trans Tape](#): Non-profits receive a 20% discount



Marketing Your Qloset




Marketing and outreach are critical to ensuring youth access your qloset. Below are some examples of marketing strategies designed and implemented by Youth Ambassadors and CBOs as members of the RRN. The Los Angeles RRN adopted a common logo and shared branding as outlined here in this [Marketing Kit](#) 🗨️ and style guide. Below are some examples of marketing strategies designed and implemented by Youth Ambassadors and CBOs as members of RRN.



- Youth-designed flyers, memes, and digital promos.
- Inclusive language guides to support authentic marketing that signals to youth it is a safe place. This also helps staff, volunteers, and Youth Ambassadors understand language that can and should be used and what is not appropriate.
 - This includes materials translated into languages represented in your service area(s).
- Referral one-pagers for providers and caregivers that show each location, hours, and how to access, in a simple format. [See](#) 🗨️ [examples here.](#)
- Community tabling or providing flyers to trusted partners at schools, Pride events, wellness fairs, libraries and other safe community spaces.
- **“Ask Me Anything”** 🗨️ training for youth, caregivers, social workers and more - increasing basic understanding of the qlosets, what gender-affirming care and items can be, and how to access your specific qloset (e.g. referral process, hours, eligibility, etc.).
- Consider who is doing outreach on behalf of your organization; identify someone who can authentically connect with and build trust with youth.
- Ensure staff across your organization know about this resource and are making internal referrals to the qloset. Promoting the qloset can be incorporated into existing community outreach (e.g. school partnerships, tabling events, etc.).
- Engage with your local child welfare agencies so they know about this resource and can make direct referrals.

Public or invite-only events can be an effective way to reach more youth and build trust within the community. Qloset staff should consider including partners in events that serve this demographic (e.g. other CBOs who serve LGBTQIA2S+ and/or foster care communities, school sites, health clinics, etc.). For example, RRN hosted a youth-led event organized around Ballroom culture as the theme. The event included empowerment stations with volunteer make-up and hair stylists providing styling and make-up tutorials and resource tables featuring representatives from each qloset site. [Click here for a short video from that event.](#) 

Here are additional ideas for event formats:

- **Style Me Affirmed:** Back-to-school clothing and styling
- **Dapper Day:** Prom/graduation fashion
- **Queer Joy Pop-Up:** General wellness, open to all LGBTQIA2S+ youth
- **Hair + Gear Clinics:** Haircuts, makeup, binder fitting, STP tutorials
 - **Optional Add-Ons**
 - Affirming haircuts & styling
 - Make up stations
 - Mental health drop-ins
 - Gender gear giveaways
 - Parent/caregiver education corner/AMA table
 - **Facilitator & Volunteer Roles**
 - Safety, consent, affirming interaction prep training
 - Have volunteers watch a [volunteer training video](#) and ensure their questions are answered before the event. 



"I honestly have like only really good things to say about your place. **They've been very, very instrumental in my transition...** Yeah, just please keep doing what y'all are doing. **It's been really helpful to me.**"

— RRN Qloset Participant

Sustaining Your Qloset

To be sustainable, your qloset needs two things: stable funding and formal institutional support. Securing financial resources to support your qloset is critical for purchasing inventory. In addition, staff managing the qloset must also demonstrate the impact and need for these resources through data tracking and analysis.

Using the evaluation tools described above, along with additional methods as needed, to gather feedback from qloset users and other stakeholder groups such as social workers and caregivers will strengthen staff's ability to advocate for making this resource a core part of how your organization supports LGBTQIA2S+ foster youth.

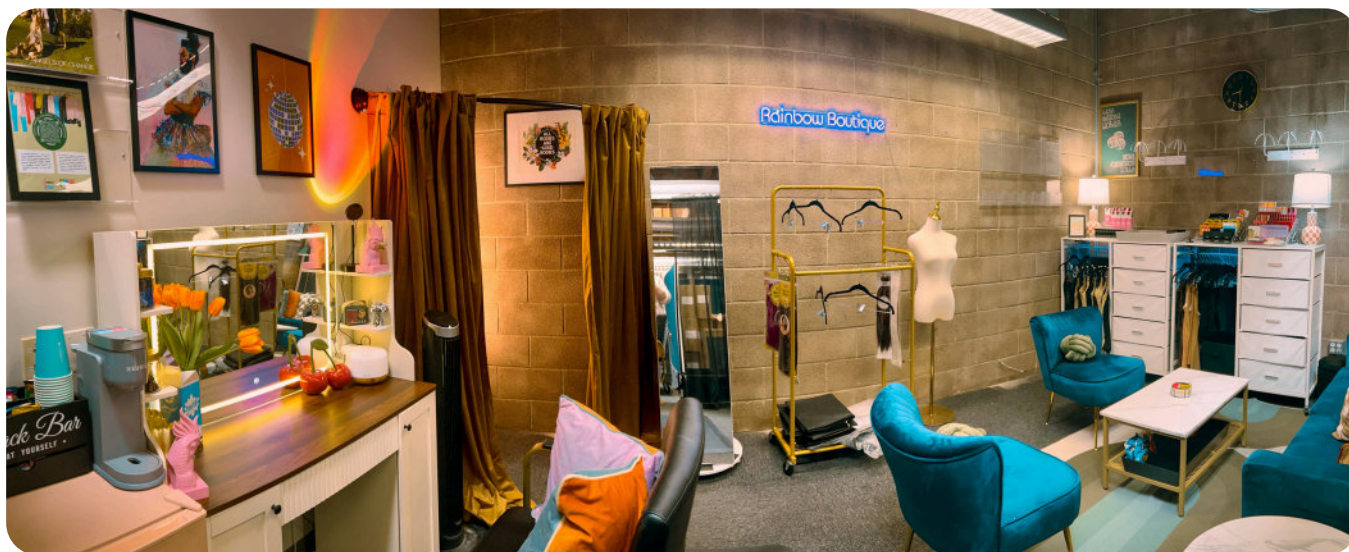


Pathways for securing funding and resources for your qloset site include:

Private donors:

- Discuss this opportunity with current or new donors as a pilot and discuss the elements in this guide (youth leadership, evaluation, leveraging in-kind support, etc.).
- Identify new donor prospects by researching local Pride event sponsors, reviewing donor listings from local nonprofits that support LGBTQIA2S+ and/or foster youth, and asking your current funders or board members for introductions to other foundations whom you've identified as a potential 'fit' for this project.
- Reach out to local companies who share your values and have demonstrated commitment to supporting community causes in the past.
- Reach out to affinity groups like [Funders for LGBTQ Issues](#) or local philanthropic groups such as [Southern CA Grantmakers](#) in Los Angeles County.





Public funding:

- Discuss your interest in providing this resource with local social service agencies (e.g., child welfare, mental health, public health) elected officials, and school administrators. These groups may be able to support your pilot through grant funding or other forms of support.
- In 2022, Administration for Children & Families published an **Information Memorandum** offering guidance to Title IV-B and Title IV-E agencies on serving LGBTQ youth with explicit support for gender affirming care.⁹
- Children's Bureau has also offered guidance to child welfare agencies that Chafee Grants may be used to purchase gender affirming items for young people in care.¹⁰



In-kind donations:

Many gender-affirming products are expensive and can have an outsized impact on a closet's budget. In these instances, it is recommended to reach out to local companies and stores to solicit in-kind donations that are tax deductible.

- Identify local companies that serve the LGBTQIA2S+ community and offer these products (e.g. **Gc2b.co**, **Rubies**, etc.). In-kind donations to a 501c3 public charity are tax deductible and donors should receive a gift receipt for their donations.
- Consider recognizing companies as sponsors with logo recognition or other forms of donor acknowledgement.
- Reach out to local nonprofits that provide tangible resources to other vulnerable groups and discuss partnership to secure hygiene products, toiletries, or even clothing to support your closet site.
- Collaborate with volunteer or community groups to support the closet; these groups may help with initial set-up and/or host resource drives in their offices or amongst their network.
- Create an 'Amazon 'Wish List' and ask your network to purchase items. You can set-up the list so all purchases are sent to the organization directly. **Here is an example of an Amazon Wish List** used by one of the RRN CBO partners.



⁹ Source: </2025/05/Federal-Funding-for-Gender-Affirming-Materials-Tool-V3.pdf>

¹⁰ Source: <https://acf.gov/sites/default/files/documents/cb/pi2301.pdf>

Thank you for your interest in creating a closet for LGBTQIA2S+ foster youth in your community.



You can access all documents referenced in this [Blueprint here](#).



For information about Rainbow Resource Network or launching your own closet, please contact:

Elliott Hinkle of **Unicorn Solutions LLC** 
at elliottunicornsolutions@gmail.com with any questions or support needs.

Thank You, Youth Ambassadors



“Just seeing people happy and then benefiting from it really actually substantially helps me. **It lifts me up on a daily basis, like just seeing people smile as they’re walking out of the closet, honestly, just makes my week.**”

— Pheonix, RRN Youth Ambassador at Alexis Project,
A VIP Community Program

The development of this guide was led by Elliott Hinkle of Unicorn Solutions LLC in partnership with the Youth Ambassadors of the Rainbow Resource Network who provided insights and feedback, participants of the RRN who were interviewed for the evaluation of the project, as well as *LA LGBT Center*, *Alexis VIP*, *Project Q*, *DCFS Office of Equity* and *The Village Family Services* RRN staff teams. We are grateful for their expertise, input, and time to make this project a reality.

Invoice Template

INVOICE TEMPLATE

To:	County of Los Angeles, Department of Children and Family Services		Invoice No.	
	ATTN: Contract Accounting Unit, Emily Pao		Date of Invoice:	
Address:			Service Month/Year:	
From:	Name, E-Mail	County Vendor (WebVen) No.:		
Address:			Service Planning Area:	
Contract No:		Programs	LGBTQ+ Tailored Services for Youth Program (TSY) Rainbow Resource Network (RRN) Parent and Caregiver Engagement (PCE)	Maximum Annual Contract Sum: \$460,000

TSY BILLABLE SERVICES-FOR CHILD/YOUTH/YOUNG ADULT/CAREGIVER							A	B	C	
NO.	LAST NAME	FIRST NAME (legal)	Affirmed Name	ID #	DOB	MONTHLY BILLABLE BASE RATE	DIRECT SERVICES	AGGREGATE INVOICE AMOUNT PRIOR TO THIS INVOICE	INVOICE AMOUNT FOR THE MONTH	INVOICE AMOUNT YEAR TO DATE (A+B)
						\$1,500				
1							Direct Services	\$ -	\$ -	\$ -
							Pride Events (2 max \$250 total)	\$ -	\$ -	\$ -
							Aux/Emergency Funds (\$300)	\$ -	\$ -	\$ -
							Youth Subtotal	\$ -	\$ -	\$ -
2							Direct Services	\$ -	\$ -	\$ -
							Pride Events (2 max \$250 total)	\$ -	\$ -	\$ -
							Aux/Emergency Funds (\$300)	\$ -	\$ -	\$ -
							Youth Subtotal	\$ -	\$ -	\$ -
3							Direct Services	\$ -	\$ -	\$ -
							Pride Events (2 max \$250 total)	\$ -	\$ -	\$ -
							Aux/Emergency Funds (\$300)	\$ -	\$ -	\$ -
							Youth Subtotal	\$ -	\$ -	\$ -
								Aggregate TSY Invoice Prior to this Month	Current TSY Invoice Total	TSY INVOICE AMOUNT YEAR TO DATE (A+B)
* INCLUDE MONTHLY SERVICE REPORT & INTAKE ASSESSMENTS WITH EACH INVOICE								\$ -	\$ -	\$ -
RAINBOW RESOURCE NETWORK (\$5,000 per SPA monthly). Direct Resources, Supplies and Items: At least 60% of the Rainbow Resource Network total (refer to Exhibit B-1 for allowable Direct Resources, Supplies and Items). Staffing and Youth Engagement Stipend: Not to Exceed 40% of Rainbow Resource Network total.								Aggregate RRN Invoice Prior to this Month	Current RRN Invoice Total	RRN INVOICE AMOUNT YEAR TO DATE (A+B)
* INCLUDE DETAILED ACTIVITY LOG AND YOUTH SPECIFIC ORDER REQUESTS OVER \$150 WITH EACH INVOICE								\$ -	\$ -	\$ -
PARENT AND CAREGIVER ENGAGEMENT (PCE) (\$3,000 per SPA allowance annually)								Aggregate PCE Invoice Prior to this Month	Current PCE Invoice Total	PCE INVOICE AMOUNT YEAR TO DATE (A+B)
* INCLUDE DETAILED EVENT DESCRIPTION WITH EACH INVOICE								\$ -	\$ -	\$ -
TOTAL CONTACT INVOICE								Aggregate total Invoice Prior to this Month	Current Total Invoice Total	TOTAL INVOICE AMOUNT YEAR TO DATE (A+B)
								\$ -	\$ -	\$ -

CONTRACTOR'S COMMENTS:	
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CONTRACTOR CERTIFICATION

We hereby each certify that all of the provided information is true and accurate in all respects and that all funds have been or will be used solely for the purposes set forth in the contract entered into by this Contractor & County of Los Angeles, Department of Children and Family Services.

Prepared by:	Signature	
	Date	
Approved by:	Signature	
	Date	

COUNTY USE ONLY

DCFS Coordinator Approval:	Signature	
	Date	

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SHEET
 - B-1 ALLOWABLE DIRECT RESOURCES, SUPPLIES AND ITEMS FOR RAINBOW RESOURCE NETWORK
- C LINE-ITEM BUDGET AND BUDGET NARRATIVE
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

UNIQUE EXHIBITS

- G INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- H AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK
- I LOS ANGELES COUNTY SERVICE PLANNING AREAS

PRICING SHEET

EXHIBIT B

Wellbeing Services for Youth and Families

Proposer's who submit a proposal that is outside the range of (\$60 - \$72) for Table B Proposed Rate for Enhanced Services, will be disqualified and their proposal eliminated from further consideration at the discretion of the County as described in the RFP, Section 8.6, Cost Proposal Requirements and Evaluation (30%). I agree to provide the specified services for the Los Angeles County Department of Children and Family Services (DCFS) in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

Table A	TAILORED SERVICES TO YOUTH	
	In-Person/Virtual Visit (two visits per month)	FLAT RATE (per youth/per month)
	Case Management and Case Consultation(s)	<p style="margin: 0;"><u>\$1500</u></p> <p style="margin: 0;">(all services must be provided to receive Flat Rate)</p>
	Monthly Participant Service Log	
	Intake Assessment and Report	
	Biannual Reports and Annual Report	
	1x Monthly Coaching Network/Meeting	
	Training and Supervision for Staff and Volunteers	
	Program Monitoring and Evaluation	
	Program Direct Services and Education	
	Regional Office Outreach, Engagement	
	Administrative Support (paperwork, referrals and linkages)	
	Group Counseling/ Support Groups	
	Education, Career Services, Well-being and Life Skills	
	Child and Family Team Meetings	
Table B	PROPOSED HOURLY RATE FOR ENHANCED SERVICES	
	TYPE OF COUNSELING	HOURLY RATE
	Individual and/or Family (Evaluated based on estimated 10 hours per month)	\$ _____ (Must be between \$60 - \$72 per hour)
Table C	RATE FOR PRIDE EVENTS	
	Two Events Maximum	FLAT RATE (per event/per youth)
		<u>\$125</u>

PRICING SHEET

EXHIBIT B

Table D	RATE FOR AUXILIARY FUNDS		
	Auxiliary/Emergency Funds	FLAT RATE (per event/per youth)	
		<u>\$300</u>	
Table E	RAINBOW RESOURCE NETWORK		
	Community Outreach and Engagement	FLAT RATE (per month)	
	Youth Engagement and Linkages	<u>\$ 5000</u>	
	Procurement, Ordering, Invoicing		
	Training and Office Engagement		
	Monthly Report		
	Annual Report		
	Program Monitoring and Evaluation		
	*Direct Resources, Supplies and Items: At least 60% of total (refer to Exhibit B-1 for allowable Direct Resources, Supplies and Items)		
	*Staffing and Youth Engagement Stipend: Not to Exceed 40% of total		
Table F	PARENT AND CAREGIVER ENGAGEMENT EVENTS		
	Parent and Caregiver Annual Engagement Event(s)	FLAT RATE (minimum one per year)	
		<u>\$ 3,000</u>	

Table A Tailored Services to Youth: All services must be provided monthly and will be reimbursed per youth at the Flat Rate of \$1,500.

Table B Enhanced Services: Will be reimbursed at the proposed hourly rate. Proposals will be evaluated based on the estimated 10 hours per month.

Table C Pride Events: Will be reimbursed at the flat rate of \$125 per youth, per event.

Table D Auxiliary Funds: Will be reimbursed up to \$300 per youth, per year.

Table E Rainbow Resource Network services: Must be provided monthly and will be reimbursed at the flat rate of \$5,000 per month for a total of \$60,000 per year*.

Table F Parent and Caregiver Engagement Events: Will be reimbursed at the flat rate of \$3,000 (a minimum of one event per year).

*Direct Resources, Supplies and Items: At least 60% of the Rainbow Resource Network total (refer to Exhibit B-1 for allowable Direct Resources, Supplies and Items). *Staffing and Youth Engagement Stipend: Not to Exceed 40% of Rainbow Resource Network total.

The maximum annual contract amount payable under this contract will be \$460,000.

Print Name of Authorized Personnel:	Title:
Signature:	Date:

ALLOWABLE DIRECT RESOURCES, SUPPLIES AND ITEMS FOR RAINBOW RESOURCE NETWORK

Exhibit B-1

Hygiene Products:

- Basic hygiene (deodorant, body wipes, etc.)
- Menstrual products- Diva cups, thinx panties, rings (+educational materials on how to use them)
- Hygiene, hair for creams/treatment
- Facial hair care

Daily living Essentials:

- Sewing kits
- Eyeglasses repair kits
- Heating pads
- Luggage/duffle bags, purses, etc.
- Sunscreen
- Phone chargers, portable chargers, battery packs
- Sharps containers (e.g., for Testosterone syringes)

Clothing, Shapewear & Accessories

- Professional clothes (non-slip shoes, dress shoes, black clothing)
- Clothes & shoes, including plus size
- Heels
- Athletic gear
- Underwear
- Socks
- Bras + inserts
- Wigs
- Wig glue lace
- Binders
- Insoles, shoulder pads
- Packers (standards + STP)
- Shape wear
- Tape, GAF/underwear, tape removal oil
- Full face of makeup supplies

ALLOWABLE DIRECT RESOURCES, SUPPLIES AND ITEMS FOR RAINBOW RESOURCE NETWORK

Exhibit B-1

- Jewelry/accessories

Additional Items:

- Art supplies
- Backpacks
- Items that are not readily available at stores, etc.

Notes for Organizing Closets:

- Reach out to businesses for donations & gift cards for sponsorships
- One on one consultations
- Pop up safe space
- Post op core education

Summary Findings/Themes:

- Basic Needs/ Essential Items are critical (hygiene products, first aid, etc.)
- Variety/relevant inventory (seasonal needs, plus size, color/shade of products important, etc.)
- Desire for educational information (for youth beneficiaries and also about relevant topics e.g. post-op care/recovery)

LINE ITEM BUDGET SAMPLE

(*Number of Referrals
Not Guaranteed)

**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		\$ _____	\$ _____	\$ _____	\$ _____
Total Salaries and Wages				\$ _____	

***FTE = Full Time
Equivalent Positions**

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____
Total Benefits		\$ _____

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

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	\$ _____	
_____	\$ _____	
_____	\$ _____	
Mileage	\$ _____	
Supplies	\$ _____	
Services	\$ _____	
Office Equipment	\$ _____	
Telephone Utilities	\$ _____	
Other Direct costs	\$ _____	
Other	\$ _____	
TOTAL INSURANCE/MISC. S&S		\$ _____
TOTAL DIRECT COSTS		\$ _____

INDIRECT COST (List all appropriate) \$ _____

LINE ITEM BUDGET SAMPLE

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 A: Tailored Services to Youth

In-person/Virtual Visit (two visits per month \$ _____
 Case Management and Consultation(s) \$ _____
 Monthly Participant Service Log \$ _____
 Intake Assessment and Report \$ _____
 1x Monthly Coach Network/Meeting \$ _____
 Training and Supervision for Staff and
 Volunteers \$ _____
 Program Monitoring and Evaluation \$ _____
 Program Direct Services and Education \$ _____
 Regional Office Outreach, Engagement \$ _____
 Administrative Support (paperwork, \$ _____
 referrals, and linkages) \$ _____
 Group Counseling/Support Groups \$ _____
 Education, Career Services, Well-being \$ _____
 and Life Skills \$ _____
 Child and Family Team Meetings \$ _____

TOTAL FOR TAILORED SERVICES TO YOUTH COSTS \$ _____

Table B: Hourly Rate for Enhanced Services

Individual and or Family \$ _____

TOTAL FOR ENHANCED SERVICES COSTS \$ _____

Table C: Rate for Pride Events

Two Events Maximum \$ _____

TOTAL FOR PRIDE EVENTS COSTS \$ _____

Table D: Rate for Auxiliary Funds

Auxiliary/Emergency Funds \$ _____

TOTAL FOR AUXILIARY FUNDS COSTS \$ _____

Table E: Rainbow Resource Network

LINE ITEM BUDGET SAMPLE

Community Outreach and Engagement	\$ _____
Youth Engagement and Linkages	\$ _____
Procurement, Ordering, Invoicing	\$ _____
Training and Office Engagement	\$ _____
Monthly Report	\$ _____
Annual Report	\$ _____
Program Monitoring and Evaluation	\$ _____

TOTAL FOR RAINBOW RESOURCE NETWORK COSTS \$ _____

Table F: Parent and Caregiver Engagement Event(s)

Parent and Caregiver Annual Engagement and Event(s) (minimum one per year)	\$ _____
---	----------

*Direct Resources, Supplies and Items: At least 60% of total (refer to Exhibit B-1 for allowable Direct Resources, Supplies and Items)

TOTAL FOR PARENT AND CAREGIVER ENGAGEMENT EVENTS COSTS \$ _____

Total Annual Budget:	\$ _____
Total Indirect and Direct Monthly Costs:	\$ _____
Total for Tailored Services to Youth Costs:	\$ _____
Total for Enhanced Services Costs:	\$ _____
Total for Pride Events Costs:	\$ _____
Total Auxiliary Funds Costs:	\$ _____
Total for Rainbow Resource Network Costs:	\$ _____
Total for Parent and Caregiver Annual Engagement Events Costs:	\$ _____
Total Annual Cost:	—

Contractor Name:	Title:
Signature:	Date:

Program Manager Name:	Title:
Signature:	Date:

BUDGET NARRATIVE SAMPLE

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. 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.

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 Full Time Equivalent. 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.

INDIRECT COST

All details and computations associated with indirect costs should be explained.

Contractors may utilize a maximum of fifteen percent (15%) of their Maximum Annual Contract Sum for administrative/indirect costs.

Contractor Name:	Title:
Signature:	Date:

Program Manager Name:	Title:
Signature:	Date:

COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

COUNTY'S PROGRAM MANAGER:

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

COUNTY'S CONTRACT ANALYST:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

CONTRACTOR'S PROGRAM COORDINATOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

OR

F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: [Click or tap here to enter text.](#)Contract No [Click or tap here to enter text.](#)**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: [Click or tap here to enter text.](#)PRINTED NAME: [Click or tap here to enter text.](#)POSITION: [Click or tap here to enter text.](#)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: [Click or tap here to enter text.](#) Contract No [Click or tap here to enter text.](#)

Employee Name: [Click or tap here to enter text.](#)

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: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

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: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

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

- a. **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".
- b. **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

Chief Information Security Officer:

James Thurmond
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5660
JThurmond@cio.lacounty.gov

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363
LRussell@ceo.lacounty.gov

Departmental Information Security Officer:

Allen Ohanian
Departmental Information Security Officer

12440 Imperial Hwy., Room 501
Norwalk, CA 90250
(562) 345-6606

AOhanian@dcfs.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 must secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000,00 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, must 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.



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

- REVISED JULY 2025 -

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AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of the Auditor-Controller Contract Accounting and Administration Handbook (Handbook) is to provide organizations (CONTRACTORS) that contract with the County of Los Angeles (COUNTY) with guidance on key accounting, financial reporting, internal control, and contract administration standards, along with best practices and recommended approaches that will help to promote accountability, protect the integrity of assets and financial information, and minimize the risk of fraud.

The accounting, financial reporting, and internal control standards presented in this Handbook are fundamental and derived from applicable federal, State, and COUNTY regulations and guidelines (see [Section F](#)). 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 source(s) (i.e., federal, State, and COUNTY agencies) that may be more restrictive and/or stringent. Instead, this Handbook includes the minimum federal, State, and COUNTY required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system to ensure compliance, as well as guidance on other recommended procedures and controls. 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 and/or board members) 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 COUNTY Agreement.

For additional resources, please see [Section F](#), and for any inquiries, please see [Section G](#).

A. ACCOUNTING AND FINANCIAL RECORDS

1.0 Basis of Accounting

Unless otherwise specified by the applicable funding source(s), CONTRACTORS may elect to use either the accrual or cash basis of accounting during the year for recording financial transactions. CONTRACTOR must ensure their basis of accounting is adequately documented in their accounting policies. Monthly invoices must be prepared on the same basis used for recording financial transactions.

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

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



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

are recorded in the accounting period incurred (rather than when cash is disbursed).

Recorded accruals (e.g., to estimate expenditures) should be reversed in the subsequent accounting period or when deemed appropriate and/or necessary to ensure revenues and expenditures are not double counted, and are in compliance with Generally Accepted Accounting Principles (GAAP).

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 COUNTY Agreement, and at the end of the COUNTY Agreement.
- 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 COUNTY Agreement year to the extent goods and services are received, or are applicable to that COUNTY Agreement year.

2.0 Accounting System

Each CONTRACTOR must maintain a **double entry accounting system** (utilizing debits and credits) and adequate, accurate, and reliable financial records in accordance with GAAP. The financial records must provide a comprehensive audit trail, and typically include, but may not be limited to a General Journal, a Cash Receipts Journal, a General Ledger, a Cash Disbursements Journal, and a Payroll Register or equivalent records as described in this Handbook. Postings to the General Ledger and Journals must be made timely, 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 (or equivalent records) must be maintained to ensure transactions are recorded accurately and timely in the order they occur, and for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal (or their equivalent records). Entries in the General



AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Journal (or equivalent record) must be adequately documented and entered in chronological order with sufficient explanatory notations to support the transaction.

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 (or equivalent records) must be maintained for recording and identifying all cash inflows and sources of income (e.g., COUNTY warrants, contributions, interest income), and should, at a minimum, contain the following information:

- Date
- Invoice, Reference and/or Receipt Number (if applicable)
- Amount of Cash or Income Received
- Names of Accounts Debited (e.g., Cash) and Credited (e.g., Income) for the following:
 - COUNTY payments
 - Contributions/Donations
 - Other Income (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees)
- Description to clearly specify the source of cash receipts

2.3 Cash Disbursements Journal

A Cash Disbursements Journal (or equivalent records) must be maintained for recording all cash outflows or disbursements (e.g., rent, utilities, maintenance) to manage and track outgoing funds, and should, at a minimum, contain the following information:

- Date
- Invoice, Reference, and/or Check Number (if applicable)
- Amount of Cash Disbursed
- Names of Accounts Debited or Credited
- Payment Method (e.g., cash, check, electronic transfer)
- Description to clearly specify the nature of the cost and the corresponding cost classification, if not included in the column heading.

Checks should not be written to employees (other than payroll, reimbursements for small incidental out-of-pocket costs, mileage reimbursements, travel reimbursements, and petty cash fund custodian checks).



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CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

2.4 General Ledger

A General Ledger (or equivalent records) must be maintained with accounts for all assets, liabilities, fund balances/net assets, revenues, and expenditures to ensure the accuracy, consistency, and transparency of all financial transactions in accordance with GAAP. 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 (or equivalent records) must be maintained to organize and classify financial transactions accurately and consistently in accordance with GAAP:

- 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 should 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 can be posted to an account titled "travel," but must not be intermixed with other expenditure accounts.

2.6 Payroll Register

A Payroll Register (or equivalent records) must be maintained to manage payroll activities, detail the necessary payroll information, and ensure payroll transactions and payments are accurate. The Payroll Register (or equivalent records) should contain the following information for each employee:

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:



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- Accrual Period
- Gross Pay
- Itemized Payroll Deductions
- Net Pay Amount
- Check/Payment Number CONTRACTOR

must 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, 1099), and all applicable tax deposits.
- Internal Revenue Service and State guidelines to properly classify employees and independent contractors.

3.0 Information and Supporting Documentation Requirements

CONTRACTOR must retain the original source document for inspection by COUNTY. All revenues and expenditures charged to the COUNTY must be supported by original vouchers, invoices, receipts, or other documentation to clearly establish the nature and the reasonableness of the expenditure and its relevance to the COUNTY program, and evidence of actual payment (e.g., canceled checks, proof of electronic funds transfer). Internally generated documents (e.g., vouchers, request for check forms, requisitions), and bank and credit card account statements alone do not constitute supporting documentation for revenues and expenditures.

If the CONTRACTOR is unclear as to the appropriate documentation that must be maintained to support an expenditure, CONTRACTOR should consult with the COUNTY **before** the expenditure is charged to the COUNTY. Unsupported or inadequately supported expenditures 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 (e.g., electronic bills and bank statements). To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices), COUNTY at its sole discretion may accept photocopies (including scanned images) of supporting documentation in preference to the original documents subject to any limitations imposed by the applicable funding source(s) (i.e., federal, State, and COUNTY agencies), and if the CONTRACTOR maintains adequate internal controls over their information technology systems and data (e.g., electronically stored information, records, or documentation) as required by the standards described in this Handbook (e.g., see [Sections A.3.5](#) and [B.7.0 through B.7.3](#)) and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement). Failure to provide original hardcopy documents and/or maintain an adequate system of



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internal controls over electronic documentation to support expenditures charged to the COUNTY will result in inadequately supported expenditures and will be disallowed upon audit.

For the following categories of expenditures, adequate 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 each employee.
- Records showing actual expenditures for payroll, Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, federal W-4 forms, and any other records to support payroll tax payments.

Personnel Files

- Documentation supporting approved employee pay rates.
- Proof of employees having the required education, 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 specific service(s) provided and rate(s) of compensation applied to support total amounts charged.
- 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, itemized invoices, and proof of receipt of good/services for amount 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.



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Payments to Affiliated Organizations or Persons (i.e., Related Party/Less-Than-Arm's-Length Transactions)

- 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
- Other documentation to support payments to affiliated organizations or persons did not exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for services rendered or items purchased (see [Section C.1.2](#) for additional guidance)

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.

Travel

- Travel policies (written) of the CONTRACTOR
- Travel expenditure vouchers
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR must at a minimum, retain literature, such as agendas and handouts, or other documentation 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, meals, 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 should obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.



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Vehicle Expenditures

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card
- Vehicle title
- Insurance policy
- 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 (or equivalent record) must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log (or equivalent record) 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.)
 - 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 should 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
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or



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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

3.1 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/Payments – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.2 Referencing

Accounting transactions posted to the CONTRACTOR'S books must be appropriately cross-referenced to supporting documentation. When applicable, 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

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the evidence of actual payment (e.g., corresponding check issued for payment, bank statement). If multiple invoices are paid with one check or transaction, all related invoices should be cross-referenced to the evidence of actual payment.

3.3 Security Over Documentation

Adequate care must be exercised to safeguard the financial records, including accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S financial records must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably constitute a crime and appear to have resulted in the destruction, damage, or alteration of any record subject to the



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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 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 the same period of time the underlying records that were destroyed/damaged were required to be retained (see [Section A.3.4](#)), and must be retained for a longer period in the case of unresolved litigation or audit.

3.4 Retention

All financial records, including accounting records (e.g., journals, ledgers) 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.

3.5 Protection of Electronically Stored Information

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 and used. CONTRACTOR is also responsible for the security of any COUNTY non-public information that is transmitted, exchanged, or shared with other authorized individuals and/or organizations including, but not limited to, third-party vendors/providers, subcontractors, contractors/consultants, or other external parties.

Information security and privacy safeguards (e.g., policies, access restrictions, employee background checks, training programs, cyber liability insurance, encryption) and standards must be developed, implemented, and maintained in accordance with applicable standards described in this Handbook (e.g., see [Sections B.7.0](#) through [B.7.3](#)), the [COUNTY Board of Supervisors \(Board\) Policy 5.200](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, applicable sections of the [Board Policy Manual](#)).

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 and other financial 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



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COUNTY program, must be utilized on allowable COUNTY Agreement expenditures. Similarly, income from investments (e.g., interest, dividends), where the source of the amount invested is COUNTY program funds, must be deemed restricted revenue that must be utilized on allowable COUNTY program expenditures, or returned to the COUNTY as specified under the COUNTY 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 COUNTY Agreement 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 must 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 compliance with the COUNTY Agreement at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, justifies such an unannounced visit, inspection, audit or investigation.

6.0 Single Audit Requirements

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) "[Audit Requirements](#)" requires organizations that expend the applicable threshold (e.g., \$750,000 (prior to October 1, 2024), \$1,000,000) or more in federal awards during their fiscal year (including pass-through awards) to have a single audit conducted in accordance with Generally Accepted Government Auditing Standards for that year. Additional details regarding single audit requirements are included in [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, or any extended timeframes granted by the federal Office of Management and Budget (OMB).

7.0 Unique Entity Identifier and System for Award Management Requirements

Title 2 United States Code of Federal Regulations "[Unique Entity Identifier and System for Award Management](#)" requires organizations receiving federal funds to have a "Unique Entity Identifier (UEI)" and register with the System for Award Management (SAM.gov), unless exempted by federal statute. CONTRACTOR



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must maintain documentation to demonstrate they have a current and active UEI and registration in SAM.gov, if applicable. Additional details regarding UEI requirements are included in the [Electronic Code of Federal Regulations \(eCFR\)](#) and [SAM.gov](#).

B. INTERNAL CONTROLS

1.0 Internal Controls Overview

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 their own policies and procedures, and any other applicable funding source requirements (e.g., [Uniform Guidance](#)).

2.0 Cash and Revenues

Cash or cash equivalents (e.g., checks, money orders, other liquid assets such as prepaid/EBT/gift cards) and revenue must be adequately monitored to ensure they are properly accounted for, safeguarded, and accurately reported.

2.1 Separate Fund or Cost Center

All COUNTY Agreement 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.

2.2 Manual Deposits

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

All COUNTY checks should be restrictively endorsed upon receipt.

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

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



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Cash and cash equivalents totaling \$500 or more must be deposited within one day of receipt, or as soon as reasonably possible. Collections of less than \$500 may be held and must be 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 should be retained in an organized manner, and must contain sufficient reference information for comparison to the Cash Receipts Journal (or equivalent records) and individual receipts, if applicable. A recommended best practice is to retain a photocopy of the deposit slip and the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers on the deposit slip.

2.3 Separation of Duties Over Deposits and Cash

Employees' duties must be separated to ensure that one individual does not control all key aspects (e.g., receiving, receipting, depositing, disbursing, reconciling, recording) of a transaction. For example, an employee who does not handle cash or cash equivalents should record all receipts in the CONTRACTOR'S accounting records.

2.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling or check writing/preparation responsibilities. The person reconciling the bank account(s) should receive the bank statement(s) directly from the bank.

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. See [Exhibit A](#) for a suggested bank reconciliation format.

Reconciling items should be reviewed, researched, and resolved immediately. If an item cannot be resolved within the next bank statement period, the CONTRACTOR should monitor the reconciling item to ensure the reconciling item is resolved timely.

2.5 Bonding

All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks) must be bonded.

3.0 Disbursements

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



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

Checks must NOT be payable to “cash” or signed in advance. Similarly, electronic debits to “cash” or withdrawals of cash must not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

Voided checks must 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 must be canceled regularly, but no less frequent than monthly.

Unclaimed checks must be canceled periodically, but no less frequent than every six months.

All supporting documentation should reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer, credit card payment) and marked “paid” or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation and/or without adequate controls over electronic documentation (See [Section A.3.0](#) regarding the use of electronic documentation) will be disallowed upon audit.

A second signature is also recommended on all checks over \$500, unless otherwise specified in the COUNTY Agreement.

3.1 Approvals and Separation of Duties Over Disbursements

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

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

In instances where the payee is also a signor on the check, the disbursement must be reviewed and approved by a higher-level employee or board member who must also sign the check. If the bookkeeper signs checks, a second signature must be required on the checks, regardless of limits specified in the COUNTY Agreement.

3.2 Credit Cards

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



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items are purchased.

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

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items must 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.*** See [Section A.3.0](#) regarding the use of electronic documentation.

Employee duties must be separated so that the same person cannot approve purchases, reconcile credit card statements, approve reconciliations, or approve payments. Cardholders should not perform any of these duties.

Monthly credit card statements should be reconciled to the source documentation for the expenditure and reviewed by management in a timely manner for appropriateness and accuracy. Any discrepancies must be reviewed, researched, and resolved immediately. The credit card reconciliations should be signed and dated by the reconciler and reviewer.

3.3 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). CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500. Applicable policies and procedures must be established to ensure accountability and restrict the usage of petty cash to the intended purpose of the fund.

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. If external supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation should be maintained and approved by a supervisory employee not associated with the transaction. See [Section A.3.0](#) regarding the use of electronic documentation.



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The petty cash fund should 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 should be cross referenced to the reimbursement check.

A petty cash log (or equivalent record) must be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed monthly 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 (e.g., sign checks).
- Be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount, when necessary.
- 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, each day the petty cash fund is used.

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 should 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.

3.4 Other Liquid Assets

Liquid assets must NOT be used as a substitute for normal purchasing and disbursement practices (e.g., payment by check).

CONTRACTOR must centrally monitor any liquid assets that can easily be converted to personal use (e.g., bus tokens/passes, prepaid/EBT/gift cards, tickets, vouchers). Applicable policies and procedures must be established to ensure accountability and restrict the usage of liquid assets to their intended purposes.

The distribution and usage of liquid assets must be supported by a log and/or external authenticating documents. The documents must clearly identify each item distributed/used, amounts issued, the date of distribution/usage, and the name and signature of the recipient/user. If the liquid assets (e.g., gift cards, prepaid cards)



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are used to pay for other expenditures, additional documentation must be maintained to support the expenditures as required by [Section A.3.0](#). See [Exhibit C](#) for a suggested liquid assets log format.

Logs and/or other external authenticating documents should be reviewed monthly by a higher-level employee not having responsibilities over the respective liquid asset to ensure liquid assets are being used for their intended purposes.

A custodian should be assigned to monitor liquid assets, and should:

- Not have any other cash handling responsibilities (e.g., sign checks).
- Be responsible for maintaining and distributing the liquid assets and requesting replenishment when necessary.
- Reconcile the log to the liquid assets-on-hand and the documentation supporting the distribution and usage of the liquid assets to-date, each day liquid assets are distributed and used.

Liquid assets must be safely secured at all times (e.g., in a locked safe, file cabinet, or drawer). Access to liquid assets should be limited to the custodian and one other employee in case of absence or emergency.

Surprise counts of each liquid asset should be conducted periodically, but no less than quarterly, to ensure liquid assets are being maintained as required. The counts should be conducted by a higher-level employee not having responsibilities over the liquid asset being counted. Documentation should be maintained to support each count conducted and should be signed and dated by the employee conducting the count.

4.0 Payroll and Personnel Records

Adequate payroll and personnel records must be maintained to support payroll transactions. Payroll and/or personnel records should include, but not be 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., job description, notarized copy or original diploma, academic transcripts, license(s))
- Hiring and termination (if applicable) documents
- Employment history and performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., paid time off, sick time, vacation)
- Health Clearances (if required)



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In addition, personnel records should also include disclosures of any relationships with other CONTRACTOR employees or associates.

4.1 Timecards

Timecards or time reports must be prepared for each employee each pay period. If an employee works on multiple COUNTY/non-COUNTY programs and/or activities, the total hours charged to each of the programs and/or activities must be based on actual conditions (e.g., total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs, time studies, full-time equivalents).

Time or budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for payroll expenditures and will be disallowed upon audit. Time or budget estimates may be used for interim accounting purposes, unless prohibited by the COUNTY Agreement or applicable funding source(s), provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed. Significant changes in work activity must be identified and adjusted in the financial records in a timely manner. The CONTRACTOR'S system of internal controls must include processes to review after-the-fact interim charges made using time or budget estimates, and be adequately documented. All necessary adjustments must be made such that the final amount charged to the COUNTY is accurate, allowable, appropriately allocated, and based on actual conditions.

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 be designed to comply with the internal control standards described in this Handbook (e.g., see [Sections A.3.5](#) and [B.7.0](#) through [B.7.3](#)), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement), and support the reporting of accurate and reliable financial information.

4.2 Benefit Balances

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

4.3 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



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established policy or agreement with employees. The CONTRACTOR must maintain documentation to support any incentive compensation payments to employees.

Any bonuses, gifts, or other payments provided to employees that are solely intended to improve employee morale will be disallowed upon audit, unless expressly allowed by the COUNTY Agreement and/or the applicable funding source(s).

4.4 Limitations on Positions and Salaries

The CONTRACTOR should not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal, State, and COUNTY agencies).

Payroll expenditures for employees working on more than one agreement, program, or activity must be equitably allocated in accordance with the applicable sections of [Uniform Guidance](#) and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement). If an employee serves in the same or dual capacities under more than one agreement or program, time charged to the agreements or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees should 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.

4.5 Retroactive Payroll Adjustments and Payments

The CONTRACTOR must not charge the COUNTY for any retroactive adjustments to an employee's authorized hourly/salary rate or benefits that result in additional compensation to an individual or group of employees without written approval from the COUNTY.

Retroactive payments to employees to correct underpayment errors may be charged to the COUNTY provided that adequate documentation is maintained to support an employee was underpaid in a prior pay period and the retroactive payment is necessary.

4.6 Separation of Duties Over Payroll and Personnel

Payroll checks should be distributed by persons not involved in timekeeping (e.g., preparing/recording, approving, processing, and reporting of payroll transactions), or reconciling bank accounts.



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All employee hires and terminations, or pay rate changes, must be approved in writing by authorized persons independent of payroll responsibilities.

4.7 Security Over Payroll and Personnel Records

Adequate security must be maintained over payroll and personnel records with access restricted to authorized individuals. Any automated payroll and personnel records which contain confidential information, such as, but not limited to, employee addresses and medical information, must be adequately safeguarded using the information security and privacy standards discussed in Section A.3.6 to prevent unauthorized access and use.

5.0 Procurement

Written policies and procedures must be established to ensure goods and services are procured in a manner providing full and open competition and in accordance with the requirements of [Uniform Guidance](#) and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies). The written policies and procedures must also cover conflicts of interest where the CONTRACTOR and/or its directors, officers, or key employees are unable (or appear to be unable) to be impartial in conducting a procurement action.

CONTRACTOR must maintain sufficient records to support the history of procurement. At a minimum, the records should detail the rationale for the procurement method, the selection of the contract type (e.g., cost reimbursement, fixed-price), reasoning/justification for contractor or vendor selection or rejection, and the basis for the contract price/rate.

The procurement of any goods and/or services with an aggregate value that exceeds the lesser of \$5,000 or the amount required by the CONTRACTOR'S policy must be approved by the CONTRACTOR'S board of directors.

Failure to procure goods and services as required and maintain adequate documentation to support expenditures charged to the COUNTY may result in inadequately supported expenditures and may be disallowed upon audit.

5.1 Methods of Procurement

[Uniform Guidance](#) describes the following methods for procuring goods and services:

- Informal Procurement
- Formal Procurement
- Noncompetitive Procurement



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Informal Procurement

When the aggregate value of the goods and/or services being procured is less than \$10,000, the CONTRACTOR must ensure the price is reasonable based on research, experience, purchase history, and/or other relevant information.

Where the aggregate value of the goods and/or services being procured is between \$10,000 and \$249,999, the CONTRACTOR must ensure the price is reasonable by obtaining price or rate quotations from an adequate number of qualified sources. CONTRACTOR should consider obtaining price or rate quotations from at least three qualified sources.

Formal Procurement

When the aggregate value of the goods and/or services being procured is \$250,000 or more, the CONTRACTOR must ensure the price is reasonable by formally and publicly advertising and soliciting sealed bids or competitive proposals from an adequate number of qualified sources.

Sealed bids are generally solicited for firm-fixed price contracts (lump sum or unit price). The contract should be awarded to a responsible bidder whose bid conforms with all material terms and conditions of the invitation for bids and is the lowest price.

Competitive proposals are generally solicited when conditions are not appropriate for the use of sealed bids and can be used for either cost reimbursement or fixed price type contracts. The contract should be awarded to the offeror whose proposal is most advantageous to the CONTRACTOR and should be based on price and other relevant factors.

Noncompetitive Procurement

Noncompetitive procurements should only be used when the aggregate value of the goods or services is less than \$10,000, the goods or services can only be obtained from a single source, there is an immediate need for the goods or services and delays from publicizing a competitive solicitation are not permitted, or a competitive solicitation was conducted and competition was determined to be inadequate.

The CONTRACTOR must obtain written approval from the COUNTY and/or the applicable funding source(s) prior to using a noncompetitive procurement that does not meet one of the conditions described above.

6.0 Capital and Non-Capital Assets

Controls over capital and non-capital assets are necessary to safeguard investments, establish responsibility for the custody of each asset, provide



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necessary data for financial reporting, and provide required information and documentation for depreciation, insurance, audit, and other purposes.

6.1 Capital Assets

Capital assets are tangible or intangible assets of significant value having a useful life that extends beyond the current year and include land, buildings and improvements, equipment, and intellectual property (including software). All applicable assets with an acquisition cost of \$5,000 or more must be capitalized in accordance with GAAP.

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. Acquisition costs for software include those development costs capitalized in accordance with GAAP.

Capital asset purchases must be approved by the CONTRACTOR'S board of directors or their authorized representative.

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

6.2 Acquisition

CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making a 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 Agreement. If the cost of the capital asset will be charged to multiple COUNTY Agreements, the CONTRACTOR only needs to obtain written authorization from the COUNTY department(s) where the CONTRACTOR anticipates expenditures charged will exceed the lesser of 10% of the acquisition cost of the capital asset or \$5,000, unless more restrictive and/or stringent requirements over acquisitions are required by the COUNTY Agreement and/or the applicable funding source(s).

6.3 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, scanners, other portable assets).



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6.4 Asset Identification and Inventory

All capital assets and non-capital asset equipment (assets) purchased in full, or in part, with COUNTY Agreement funds are to be used for the benefit of the COUNTY Agreement and should be appropriately tagged.

CONTRACTOR must maintain an accurate, complete, and current listing of assets. The listing should include the item description, serial number, date of purchase, acquisition cost, source(s) of funding, location, and the specific employee(s) the asset is assigned to or controlled by, when applicable. Unassigned assets must also be identified on the listing.

An inventory of all assets must be conducted at least once every two years to ensure that all assets are accounted for, used, maintained in proper working order, and needed. Documentation must be maintained to support the inventory conducted, and any depreciation charges in accordance with [Uniform Guidance](#).

6.5 Security Over Assets

Physical security must be adequately maintained over all assets to prevent the misuse, theft, or destruction of COUNTY property and non-public information. To the extent necessary, physical security controls over assets should include the use of badges/identification cards, locks, security cables, and/or assorted barriers to prevent physical tampering, damage, theft, or unauthorized physical access.

6.6 Asset Management

The CONTRACTOR must assume responsibility and accountability for the maintenance of all assets purchased, leased, or rented with COUNTY Agreement funds, or any other assets containing COUNTY non-public information.

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of assets purchased with COUNTY Agreement funds or containing COUNTY non-public information. The documentation should, 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 and must be retained for a longer period in the case of unresolved litigation or audit.



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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:

- Any capital assets purchased with COUNTY Agreement funds.
- Any non-capital asset equipment purchased with COUNTY Agreement funds with an acquisition cost or aggregate costs of \$950 or more.
- Any capital or non-capital assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must safely and securely dispose of or return to the COUNTY all capital and non-capital assets in accordance with the Agreement.

7.0 Information Technology

Information technology (IT) controls are necessary to protect the security, integrity, and availability of COUNTY non-public information, Protected Health Information (PHI), IT resources (e.g., systems and networks, accounting management software/applications, electronic time reporting systems), and data (e.g., electronically stored information, records, or documentation).

7.1 Information Technology Controls

It is the CONTRACTOR'S sole obligation to design and implement appropriate and reasonable IT controls to, at a minimum:

- Secure and protect its IT resources and data against internal/external threats and risks.
- Help ensure the accuracy and integrity of CONTRACTOR'S electronic records and data is not compromised.
- Ensure adequate safety mechanisms (e.g., unique log-on identifications, computer access codes, account codes, passwords, multi-factor authentication tokens, transaction approval/authorization controls) are in place to limit user (e.g., employees, subcontractors, contractors/consultants) access privileges to protect COUNTY non-public information, PHI, IT resources, and data related to the COUNTY Agreement from unauthorized or unlawful access, use, disclosure, alteration or destruction.
- Users must only receive access to non-public information that is necessary to perform their assigned job duties, and must not be given an access authorization level that is higher than needed.



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- CONTRACTOR must review, and update, if necessary, user access rights/permissions at least annually, or when a user's job assignment and/or responsibilities change, to ensure access capabilities are consistent with the user's job duties. In addition, guest user access and inactive users, including terminated employees, contractors/consultants, and other unnecessary access should be reviewed and removed or disabled timely.
- Ensure adequate and ongoing IT and cyber security awareness training is provided to applicable CONTRACTOR employees.
- Capture sufficient audit trail information to identify the individual user(s) who performed key components (e.g., entry, approval) of critical or high risk (e.g., disbursement, payroll) transactions.
- Ensure all data/transactions entered into an information system are processed completely and accurately, duplicate transactions are prevented and/or detected timely, inputs and modifications to data are authorized, and all data is protected from improper or unauthorized deletion and alteration. For example, procedures for reviewing and approving source documents for reasonableness and proper authorization prior to entering information should be established, when applicable.
- Ensure any output (e.g., paper printouts, digital information, electronic records) containing non-public information or regulated data and transactions is adequately protected and clear individual accountability is maintained, when applicable.

7.2 Information Technology Security Management

CONTRACTOR must establish and implement IT policies and procedures that align with the applicable IT standards described in this Handbook, [COUNTY Board Policy 5.200](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, applicable sections of the [Board Policy Manual](#)). A good IT policy should address, at a minimum, such issues as:

- Security management
- Security awareness training
- Security and privacy violations/breaches, incident reporting, and response protocols
- Cyber security (e.g., encryption, malware/ransomware protection, vulnerability testing and monitoring)
- Separation of duties
- User access (including remote access) to system(s) data
- Authorization of transactions
- Exception/error resolution
- Back-up recovery and restart protocols (e.g., disaster recovery and business



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- contingency planning)
- Change controls (e.g., for maintenance, enhancements, or modifications to application systems, networks, and software), if applicable

CONTRACTOR must also ensure their IT policies are periodically reviewed and updated/modified when changes are necessary (e.g., to implement new systems or changes in procedures, adopt new security protocols, address new risks or circumstances).

To the extent CONTRACTOR exchanges or shares information with other authorized external parties (e.g., third-party vendors/providers, subcontractors, contractors/consultants), CONTRACTOR must also establish policies and procedures to ensure the security, reliability, and integrity of such information.

Any applicable security incidents (e.g., loss of COUNTY non-public information, breach of confidentiality, non-permitted use or disclosure of PHI) must be reported in accordance with the standards described in this Handbook, and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement).

7.3 Separation of Duties Over Systems

CONTRACTOR must ensure sufficient checks and balances exist, and adequate separation of duties are maintained over IT systems to help minimize the risk of fraudulent activity and user error, and ensure transactions (e.g., accounting, payroll, time reporting, disbursements) are properly initiated approved, processed, reported, and reconciled.

Work should be divided among two or more employees so that one employee does not have control over multiple key aspects of an IT system, and the functions performed by one employee may be checked by functions performed by other employees. For example, employees who have access to add or change vendor information (e.g., vendor and contact names, addresses, phone numbers) must not have access to process invoices.

8.0 Electronic Signatures

Electronic signatures (e-Signatures) may be used to represent an individual's acknowledgment, acceptance, or approval of an agreement, transaction, report, record, or form, unless otherwise prohibited by the COUNTY Agreement and/or applicable funding source(s). Various types of e-Signatures exist. The most secure forms of e-Signatures will provide a digital audit trail that confirms when a document was signed, provides assurance that the individual claiming to be the signor is the signor through effective authentication methods (e.g., unique log-on identifications, account codes, passwords), and can safeguard documents from being altered after they have been signed. When determining which type of e-Signature to use, CONTRACTOR should consider the associated risks and level of assurance needed for the signature or document, and any other applicable



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federal, State, and COUNTY requirements (e.g., COUNTY Agreement).

9.0 Subcontracts

CONTRACTOR must not subcontract services without the prior written consent of the COUNTY. Payments for subcontracted services without the prior written consent of the COUNTY may be disallowed upon audit.

CONTRACTOR must provide the COUNTY with copies of all executed subcontracts and must be responsible for the performance of their subcontractors. CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy, unless original signed subcontracts are required by the COUNTY Agreement or the applicable funding source(s).

9.1 Subcontractor Monitoring

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. For example, the monitoring must include, but not be limited to:

- Performing reviews of the subcontractor's fiscal and program operations (e.g., verifying expenditures charged to the subaward are adequately supported, allowable, and appropriately allocated; verifying internal controls are maintained as required; and verifying subcontracted services are meeting required performance standards).
- 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.

C. COST PRINCIPLES

1.0 Purpose of Program Funds

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 [Uniform Guidance](#), and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) requirements.



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1.1 Limitations and Requirements for Program Expenditures

CONTRACTOR must comply with all limitations and requirements for COUNTY Program expenditures in the Agreement, the applicable sections of [Uniform Guidance](#), and/or any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies). If a CONTRACTOR is unsure of the allowability of any particular type of expenditure, the CONTRACTOR should request advance written approval from the COUNTY and/or applicable funding source(s) prior to incurring the expenditure.

1.2 Limitations on Payments to Affiliated Organizations or Persons (i.e., Related Party/Less-Than-Arm's-Length Transactions)

For purposes of the COUNTY Agreement, COUNTY must be solely responsible for determining affiliation unless otherwise allowed and approved by federal, State, or COUNTY agencies. Organizations or persons will be considered affiliated when one party is able to control or substantially influence the actions of the other. Affiliation includes, but is not limited to, a relationship between the CONTRACTOR and:

- An organization related through legal organization (i.e., corporation, partnership, parent company, subsidiary organization, association).
- An organization under common control through its common officers, directors, or members.
- A director, trustee, officer, or key employee, or an individual related by blood, marriage, or affinity, either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest.

Prior to making payments to affiliated organizations or persons (i.e., related party/less-than-arm's-length 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 services rendered and/or items purchased. A reasonable cost is the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

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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1.3 Unallowable Expenditures

[Uniform Guidance](#) addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following are examples of costs that are generally unallowable, unless expressly allowed by the COUNTY Agreement and/or the applicable funding source(s):

- Bad debts
- Bonuses, gifts, and other expenditures solely intended to improve employee morale
- Contingency provisions
- Contributions and donations
- Entertainment, social activities, and other similar expenditures (unless there is a programmatic purpose)
- Fines and penalties (e.g., Non-sufficient Funds Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest
- Losses on other awards

1.4 Depreciation

Unless otherwise approved by the COUNTY, compensation for the use of buildings, capital improvements, equipment, and software projects may be made through depreciation in accordance with the applicable sections of [Uniform Guidance](#):

- The computation of depreciation 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
 - Any asset acquired solely for the performance of a non-Federal award.
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the type of construction, nature of the asset used, susceptibility to technological obsolescence or technological developments in the particular area, historical data, and the renewal and replacement policies followed for the assets involved, etc.
- [Appendix B to IRS Publication 946](#), "How to Depreciate Property," contains guidelines for establishing an asset's useful life.



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1.5 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.

1.6 Budget Limitation

Expenditures must not exceed the maximum limits in the COUNTY Agreement budget.

1.7 Expenditures Incurred Outside the Agreement Period

Expenditures charged against program funds may not be incurred prior to the effective date of the COUNTY Agreement or subsequent to the COUNTY Agreement termination, or expiration date. Similarly, current period expenditures related to events or activities that occurred prior to the effective date of the COUNTY 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 COUNTY Agreement between CONTRACTOR and COUNTY are not allowable.

1.8 Unallowable Activities

COUNTY program funds, materials, property, or services must not be used for investments where there is a risk of loss or for the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

1.9 Unspent Program Funds

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



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2.0 Allocable Expenditures

For CONTRACTORS that operate programs or provide services in addition to the services required under the COUNTY Agreement, the CONTRACTOR must allocate expenditures to all benefiting programs, activities (including unallowable activities, such as fundraising and investment activities), and funding sources using an equitable basis.

In accordance with the applicable sections of [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 studies, calculation of full-time equivalents, square footage measurements).

Under no circumstances can 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 the COUNTY Agreement, or required by the applicable 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) that 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



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- 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 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 [Uniform Guidance](#) and any other applicable funding source(s) (i.e., federal, State, and COUNTY agencies) can 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.
- Modified total direct costs, including all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) 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 the applicable threshold (e.g., \$25,000 (prior to October 1, 2024), \$50,000) as required by [Uniform Guidance](#).

2.3 Acceptable Indirect Cost Allocation Methods

[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



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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. See [Exhibit D](#) for examples of how to allocate indirect costs using these methods.

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 (see [Exhibit D.1](#) for example).

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 (see [Exhibit D.2](#) for example).

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 (see [Exhibit D.3](#) for example).

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 (see [Exhibit D.4](#) for example).

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



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De Minimis Rate

A CONTRACTOR that does not have a current negotiated (including provisional) federally approved indirect cost rate may elect to charge indirect costs based on the applicable de minimis rate (e.g., 10% (prior to October 1, 2024), up to 15%) 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 (see [Exhibit D.5](#) for example).

2.4 Indirect Cost Limitations

CONTRACTOR must ensure indirect costs charged to the COUNTY program(s) 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 federal, State, or COUNTY agency.

2.5 Cost Allocation Plan

CONTRACTOR must maintain an annual Agency-wide Cost Allocation Plan (Plan), and submit the Plan to the County if required by the COUNTY Agreement, and/or when requested by the COUNTY. The Cost Allocation Plan must be prepared in accordance with the applicable sections of [Uniform Guidance](#), and any other applicable federal, State, and COUNTY requirements (e.g., COUNTY Agreement, COUNTY instructions) and include the following information:

- CONTRACTOR's general accounting policies:
 - 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).
- Identify the CONTRACTOR'S direct, shared, and indirect costs (by category) and describe the cost allocation methodology for each category.
- Signature of CONTRACTOR management certifying the accuracy of the plan.

3.0 Overpayments

If upon audit, or at any time during the Agreement year, it is determined that cost reports or invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, the COUNTY may determine the total overpayment and require the CONTRACTOR to repay the COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments unless otherwise prohibited by federal and/or State regulations.



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D. GOVERNANCE

1.0 Governance Overview

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

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

1.1 Board of Directors' Requirements

Nonprofit agencies doing business with the COUNTY must have a governing board of at least three (3) directors in accordance with State law (e.g., [Sections 12331](#) and [5227](#) of [California Corporations Code](#)). At no time should more than 49% of the persons serving on the board of directors (board or directors) be "interested persons." An "interested person" includes:

- Any person currently being compensated by the CONTRACTOR for services rendered within the previous 12 months, whether as a full-or part -time employee, independent contractor, or otherwise.
- Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in law, daughter-in-law, mother-in law, or father-in law of any such person (e.g., directors, CONTRACTOR or subcontractor employees).

The majority of the directors should not have a 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. "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.

Directors, officers, and employees of nonprofit corporations with which the COUNTY contracts must not:

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



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Additional details regarding governance and directors' requirements are included in State Law (e.g., [California Corporations Code](#), [Section 12586 of California Government Code](#)).

1.2 Board of Directors' Fiduciary Responsibilities

All members of a nonprofit organization's governing board must perform their duties in good faith and in a manner they believe to be in the best interests of the CONTRACTOR and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. Although directors may delegate management of CONTRACTOR operations, activities, and affairs, to officers, employees, management companies, or committees, the directors are ultimately responsible for the direction and oversight of the organization. Directors' fiduciary responsibilities include, but are not limited to, the following:

- Monitoring the organization's fiscal and programmatic performance.
- Overseeing the organization's risk management, control processes, usage of funds, and protection of the organization's assets.
- Ensuring the organization's compliance with applicable federal, State, and COUNTY regulations.
- Making, reviewing, and/or approving decisions that are in the best interest of the organization (not in the best interest of any individual or other organization). For example, the board should review and approve all significant transactions (e.g., less-than-arm's length transactions, purchases of capital assets, loans, incentive compensation to the organization's management and employees).
- Recognizing and disclosing conflicts of interest.

1.3 Oversight Mechanisms

An organization's governing board must provide for its governance by:

- Adopting and disclosing the organization's governance standards, including director qualifications, responsibilities, and compensation. The standards may 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.4.4](#), "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one organization job. For example, the Chief Executive Officer (CEO) cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.



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- Adopting and disclosing a code of business conduct and ethics for directors, officers, and employees, and promptly disclosing to the County any waivers (e.g., authorized exemptions, exceptions) of the code affecting organization directors, officers, or employees.
- Reviewing, no less than annually, the CONTRACTOR'S compliance with COUNTY Agreement terms and conditions/provisions (e.g., insurance, internal controls, federal and State reporting, payment requirements for payroll withholding) and report any applicable deviations to the COUNTY .

An organization's governance guidelines and code of ethics must:

- Provide for an annual process to distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the CONTRACTOR'S governing standards.
- Incorporate a mechanism for disclosing and addressing possible conflicts of interest.
- Provide 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.

1.4 Board Meetings

A CONTRACTOR'S board must meet periodically to ensure the directors' fiduciary responsibilities (see [Section D.1.2](#)) are carried out as required. It is recommended a CONTRACTOR'S board meet at least four times a year. Board members may participate in meetings using conference telephone or electronic communication. Additional details are included in State Law (e.g., [Section 5211 of California Corporations Code](#)).

Board meeting minutes must be written (or in any form capable of being converted into clearly legible tangible form), maintained for each meeting, and certified by the board secretary (or an assistant secretary/alternate) in accordance with State Law (e.g., [Sections 5215 and 6320 of California Corporations Code](#)). In addition, the meeting minutes should include:

- The names of the board members who are present and absent.
- The date and time the meeting begins and ends.
- A summary of all discussions, deliberations, and actions taken by the board.
- The names of board members making and seconding motions, and a breakdown of the votes on the motions.
- A summary of future action items/steps and who is responsible for them.



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1.5 Audit Committee

The board must establish an audit committee when applicable in accordance and compliance with the Nonprofit Integrity Act of 2004 ([SB 1262 Chapter 919](#)) and State law (e.g., [Section 12586 of California Government Code](#)).

Annual Audit Duties

The Audit Committee:

- Is responsible for making recommendations to the board on the hiring and firing of the CONTRACTOR'S independent auditor to perform annual audits.
- Must confer with the CONTRACTOR'S independent auditor to satisfy audit committee members that the financial affairs of the CONTRACTOR are in order, review each audit and decide whether to accept it, 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 any material weaknesses and/or significant deficiencies identified during an audit.
- 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 CONTRACTOR. The 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 statements 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



AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

E. REPORTING FRAUD/MISCONDUCT

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

- Requests for bribes/kickbacks/gratuities.
- Favoritism/nepotism in the awarding of COUNTY Agreements, or selection of vendors.
- Embezzlement, theft, or misuse of any COUNTY funds, resources, time, equipment, or information.
- CONTRACTOR or vendor improprieties (e.g., inappropriate or unethical actions/behaviors such as unfair business practices, disregard for laws, abuse of power, corruption, etc.)

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, e-mail, or online to:

Online: <https://fraud.lacounty.gov/> E-mail: fraud@auditor.lacounty.gov
Call: (213) 89-FRAUD or (213) 893-7283
Toll Free: (800) 544-6861
Fax: (213) 947-5809
U.S. Mail: County of Los Angeles
Department of Auditor-Controller Office of
County Investigations
500 West Temple Street, Suite 514 Los
Angeles, CA 90012

F. RESOURCES

As noted in the introduction of this Handbook, the accounting, financial reporting, and internal control standards described in this Handbook are compiled from various federal, State, and COUNTY regulations and guidelines. The sources cited in this Handbook include, but are not limited to, those listed below. CONTRACTORS can refer to these sources for additional information and guidance on the federal, State, and COUNTY regulations and guidelines applicable to their organization (since some regulations and guidelines may not apply to every CONTRACTOR).

- Electronic Code of Federal Regulations - www.ecfr.gov
 - Uniform Guidance - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- Internal Revenue Service - www.irs.gov



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- United States Department of Labor - www.dol.gov
 - Health Insurance Portability and Accountability Act (HIPAA) - <https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/hipaa>
- The System for Award Management (SAM.gov) - <https://sam.gov>
- The Sarbanes-Oxley Act of 2002 - <https://www.govinfo.gov/content/pkg/COMPS-1883/pdf/COMPS-1883.pdf>
- Financial Accounting Standards Board - <https://fasb.org>
 - Accounting Standards Codification (including Generally Accepted Accounting Principles) - <https://asc.fasb.org>
- State of California
 - Laws (including Corporations, Government, Labor, Civil, and Welfare and Institutions Codes) - www.leginfo.legislature.ca.gov
 - Department of Justice Office of the Attorney General - www.oag.ca.gov
 - Guide for Charities - <https://oag.ca.gov/charities/guide-live>
 - Franchise Tax Board - www.ftb.ca.gov
 - Secretary of the State - www.sos.ca.gov
- COUNTY Board Policy Manual - https://library.municode.com/ca/la_county_-_bos/codes/board_policy
- The Committee of Sponsoring Organizations of the Treadway Commission (COSO) - www.coso.org
 - COSO sponsoring organizations:
 - The American Accounting Association - www.aaahq.org
 - The American Institute of Certified Public Accountants - www.aicpa.org
 - The Government Finance Officers Association - <https://www.gfoa.org>
 - The Financial Executives International - www.financialexecutives.org
 - The Institute of Internal Auditors - www.theiia.org
 - The Association of Accountants and Financial Professionals in Business - www.imanet.org
 - COSO's Guidance on Internal Control Integrated Framework - <https://www.coso.org/guidance-on-ic>

G. HANDBOOK ADMINISTRATION AND INQUIRIES

This Handbook is intended to be a continual work in progress. Changes are made by Auditor-Controller staff on an ongoing basis. As conditions and the accumulation of changes warrant, the online version that is available to COUNTY departments and CONTRACTORS is replaced with the latest version.

COUNTY departments and CONTRACTORS may make inquiries regarding the standards and guidance described in this Handbook by completing the inquiry form linked below. All inquiry forms will be submitted to the Auditor Controller's Countywide Contract Monitoring Division. When submitting an inquiry form, please provide as much information as possible to assist in ensuring all inquiries are properly addressed.

Inquiry Form: <https://forms.office.com/q/HNDS8DL8VX>

Bank Reconciliation Example

Agency Name
Bank and Account #
For the Month Ended June 30, 202X

Balance Per Bank Statement		\$ 35,000.00	
Add:	Deposit(s) in Transit Bank	\$ 4,000.00	
	Service Charge (erroneously posted -- to be reversed next month)	\$ 20.00	[1]
Less:	Outstanding Checks		
	#100	\$ 1,000.00	
	#101	\$ 500.00	
	#102	\$ 500.00	
	Bank Posting Error (to be reversed next month)	\$ (120.00)	[1]
Adjusted Bank Balance		\$ 36,900.00	

Balance Per Book		\$ 36,950.00	
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	[1]
Adjusted Book Balance		\$ 36,900.00	

Prepared by: _____ Date _____

Reviewed by: _____ Date _____

[1] Reconciling items.

Indirect Cost Allocation Methods Examples

D.1 - Simplified Allocation Method Example

ABC, Inc. operates two programs, uses direct salaries as their distribution base for indirect costs, and reported the following costs:

Agency-wide Indirect Costs	\$250,000
Program A Direct Salaries	\$100,000
Program B Direct Salaries	\$900,000

Step 1: Classify all costs as either direct or indirect (as indicated above).

Step 2: Calculate the indirect cost rate by dividing the total indirect costs by total direct salaries.

Indirect Costs	\$250,000	
Total Direct Salaries	\$1,000,000	= \$100,000 + \$900,000
Indirect Cost Rate	25%	= $\frac{\$250,000}{\$1,000,000}$

Step 3: Allocate indirect costs to each program by multiplying the indirect cost rate by the direct salaries for each respective program.

Indirect Costs Allocated to Program A	\$25,000	= \$100,000 x 25%
Indirect Costs Allocated to Program B	\$225,000	= \$900,000 x 25%

D.2 - Direct Allocation Method Example

ABC, Inc. operates two programs and conducts fundraising activities. The Agency uses square footage as their distribution base for shared facility rent and maintenance costs and direct costs as their distribution base for indirect costs. ABC, Inc. reported the following costs:

General Administration and General Expenses (Indirect Costs)	\$250,000
Shared Costs: Facility Rent and Maintenance	\$150,000
Program A Direct Costs	\$100,000
Program B Direct Costs	\$850,000
Fundraising Direct Costs	\$50,000

Step 1: Separate costs into three basic categories:

- General Administration and General Expenses (Indirect Costs)
- Direct Programs and Activities
- Fundraising

Step 2: Calculate the percentage of square footage occupied by each program and activity. ABC, Inc.'s facilities have a total of 4,000 square feet and the Agency determined Program A occupies 2,800 square feet, Program B occupies 1,000 square feet, and fundraising activities occupies 200 square feet, respectively.

Exhibit D

Program A Square Footage	2,800	70%
Program B Square Footage	1,000	25%
Fundraising Square Footage	200	5%
Total Square Footage	4,000	100%

Step 3: Allocate the shared facility rent and maintenance costs based on the percentage of square footage used by each program and activity.

Shared Costs: Facility Rent and Maintenance	\$150,000	
Shared Costs Allocable to Program A	\$105,000	= \$150,000 x 70%
Shared Costs Allocable to Program B	\$37,500	= \$150,000 x 25%
Shared Costs Allocable to Fundraising	\$7,500	= \$150,000 x 5%

Step 4: Calculate the total direct costs for each program and activity by adding the direct costs to the shared costs allocated to each respective program.

Program A Direct Costs	\$100,000
+ Program A Shared Costs	\$105,000
Total Program A Direct Costs	\$205,000
Program B Direct Costs	\$850,000
+ Program B Shared Costs	\$37,500
Total Program B Direct Costs	\$887,500
Fundraising Direct Costs	\$50,000
+ Fundraising Shared Costs	\$7,500
Total Fundraising Direct Costs	\$57,500

Step 5: Calculate the indirect cost rate by dividing the total indirect costs by total direct costs.

Total Indirect Costs	\$250,000	
Total Direct Costs	\$1,150,000	= \$205,000 + \$887,500 + \$57,500
Indirect Cost Rate	21.74%	= $\frac{\$250,000}{\$1,150,000}$

Step 6: Allocate indirect costs to each program and activity by multiplying the indirect cost rate by the total direct costs for each respective program and activity.

Indirect Costs Allocable to Program A	\$44,565	= \$205,000 x 21.74%
Indirect Costs Allocable to Program B	\$192,935	= \$887,500 x 21.74%
Indirect Costs Allocable to Fundraising	\$12,500	= \$57,500 x 21.74%

D.3 - Multiple Allocation Base Method Example

ABC, Inc. operates two programs and conducts fundraising activities. The Agency uses square footage as their distribution base for indirect facilities costs and modified total costs⁽¹⁾ as their distribution base for indirect administration costs. ABC, Inc. reported the following costs:

- (1) *Modified total costs (MTC) are the modified total direct costs (MTDC) plus allocated indirect costs. MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) 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 \$50,000 (effective October 1, 2024).*

Indirect Depreciation	\$100,000
Indirect Interest	\$150,000
Indirect Operation and Maintenance Expenses	\$550,000
Indirect General Administration	\$700,000
Indirect General Expenses	\$500,000
Program A Modified Total Direct Costs	\$7,250,000
Program B Modified Total Direct Costs	\$1,500,000
Fundraising Modified Total Direct Costs	\$250,000

Step 1: Establish separate indirect cost groupings based on the benefits provided to the programs and activities. The cost groupings are classified within two broad categories, “Facilities” and “Administration”, and should include the following indirect cost pools:

Facilities

- Depreciation
- Interest
- Operation and Maintenance Expenses

Administration

- General Administration and General Expenses

Indirect Facilities Costs

Indirect Depreciation	\$100,000
Indirect Interest	\$150,000
Indirect Operation and Maintenance Expenses	\$550,000
Total Indirect Facilities Costs	\$800,000

Indirect Administration Costs

Indirect General Administration	\$700,000
Indirect General Expenses	\$500,000
Total Indirect Administration Costs	\$1,200,000

Step 2: Calculate the percentage of square footage occupied by each program and activity. ABC, Inc.’s facilities have a total of 10,000 square feet and the Agency determined Program A occupies 5,000 square feet, Program B occupies 2,000 square feet, fundraising activities occupies 500 square feet, and administration occupies 2,500 square feet, respectively.

Exhibit D

Program A Square Footage	5,000	50%
Program B Square Footage	2,000	20%
Fundraising Square Footage	500	5%
Administration Square Footage	2,500	25%
<u>Total Square Footage</u>	<u>10,000</u>	<u>100%</u>

Step 3: Allocate “Facilities” costs to all benefiting programs and activities based on the percentage of square footage used by each program and activity.

Indirect Facilities Costs Allocated to Program A	\$400,000	= \$800,000 x 50%
Indirect Facilities Costs Allocated to Program B	\$160,000	= \$800,000 x 20%
Indirect Facilities Costs Allocated to Fundraising	\$40,000	= \$800,000 x 5%
Indirect Facilities Costs Allocated to Administration	\$200,000	= \$800,000 x 25%

Step 4: Calculate the modified total costs for each program and activity to allocate indirect administration costs by adding the MTDC to the allocated indirect costs calculated above.

Program A - MTDC	\$7,250,000
+ Indirect Facilities Costs Allocated to Program A	\$400,000
<u>Program A - MTC</u>	<u>\$7,650,000</u>
Program B - MTDC	\$1,500,000
+ Indirect Facilities Costs Allocated to Program B	\$160,000
<u>Program B - MTC</u>	<u>\$1,660,000</u>
Fundraising - MTDC	\$250,000
+ Indirect Facilities Costs Allocated to Fundraising	\$40,000
<u>Fundraising - MTC</u>	<u>\$290,000</u>
Program A - MTC	\$7,650,000
Program B - MTC	\$1,660,000
Fundraising - MTC	\$290,000
<u>Total MTC</u>	<u>\$9,600,000</u>
Program A - MTC	\$7,650,000
Program B - MTC	\$1,660,000
Fundraising - MTC	\$290,000
<u>Total MTC</u>	<u>\$9,600,000</u>

Step 5: Calculate the total indirect administration costs.

Indirect Administration Costs	\$1,200,000
+ Indirect Facilities Costs Allocated to Administration	\$200,000
<u>Total Indirect Administration Costs</u>	<u>\$1,400,000</u>

Step 6: Calculate the indirect cost rate by dividing the total administration costs by the total modified costs.

Total Administration Costs	\$1,400,000
÷ Total MTC	\$9,600,000
Indirect Cost Rate	14.58%

Step 7: Allocate “Administration” costs to all benefiting programs and activities based on modified total costs.

Indirect Administration Costs Allocated to Program A	\$1,115,625 = \$7,650,000 x 14.58%
Indirect Administration Costs Allocated to Program B	\$242,083 = \$1,660,000 x 14.58%
Indirect Administration Costs Allocated to Fundraising	\$42,292 = \$290,000 x 14.58%

D.4 - Negotiated Indirect Cost Rate Example

ABC, Inc. operates two programs and has a negotiated indirect cost rate. The negotiated indirect cost rate agreement indicates the Agency’s indirect cost rate is 15% and the distribution base is total direct costs excluding capital expenditures and equipment. ABC, Inc. reported the following costs:

	Program A	Program B
Salaries	\$ 2,000,000	\$ 1,250,000
Benefits	\$ 1,100,000	\$ 400,000
Capital Expenditures	\$ -	\$ 200,000
Equipment	\$ 60,000	\$ 15,000
Travel	\$ 40,000	\$ 25,000
Materials and Supplies	\$ 60,000	\$ 35,000
Total Direct Costs	\$ 3,260,000	\$ 1,925,000

Step 1: Calculate the direct costs distribution base for each program as required by the negotiated indirect cost rate agreement.

	Program A	Program B
Salaries	\$ 2,000,000	\$ 1,250,000
Benefits	\$ 1,100,000	\$ 400,000
Travel	\$ 40,000	\$ 25,000
Materials and Supplies	\$ 60,000	\$ 35,000
Direct Costs Base ⁽¹⁾	\$ 3,200,000	\$ 1,710,000

⁽¹⁾ Direct cost base does not include capital expenditures and equipment.

Step 2: Calculate the indirect costs charged to each program by multiplying the direct costs base for each respective program by the negotiated indirect cost rate.

	Program A	Program B
Direct Cost Base	\$ 3,200,000	\$ 1,710,000
x Indirect Cost Rate	15%	15%
Indirect Costs Charged	\$ 480,000	\$ 256,500

D.5 - De Minimis Rate Example

ABC, Inc. operates two programs and reported the following direct costs:

	Program A	Program B
Salaries	\$ 750,000	\$ 100,000
Benefits	\$ 250,000	\$ 20,000
Equipment	\$ 50,000	\$ 5,500
Travel	\$ 20,000	\$ 7,000
Materials and Supplies	\$ 40,000	\$ 4,000
Rent	\$ 60,000	\$ 12,000
Total Direct Costs	\$ 1,170,000	\$ 148,500

Step 1: Calculate the modified total direct costs (MTDC)⁽¹⁾ for each program.

(1) MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 (effective October 1, 2024) 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 \$50,000 (effective October 1, 2024).

	Program A	Program B
Salaries	\$ 750,000	\$ 100,000
Benefits	\$ 250,000	\$ 20,000
Travel	\$ 20,000	\$ 7,000
Materials and Supplies	\$ 40,000	\$ 4,000
MTDC⁽¹⁾	\$ 1,060,000	\$ 131,000

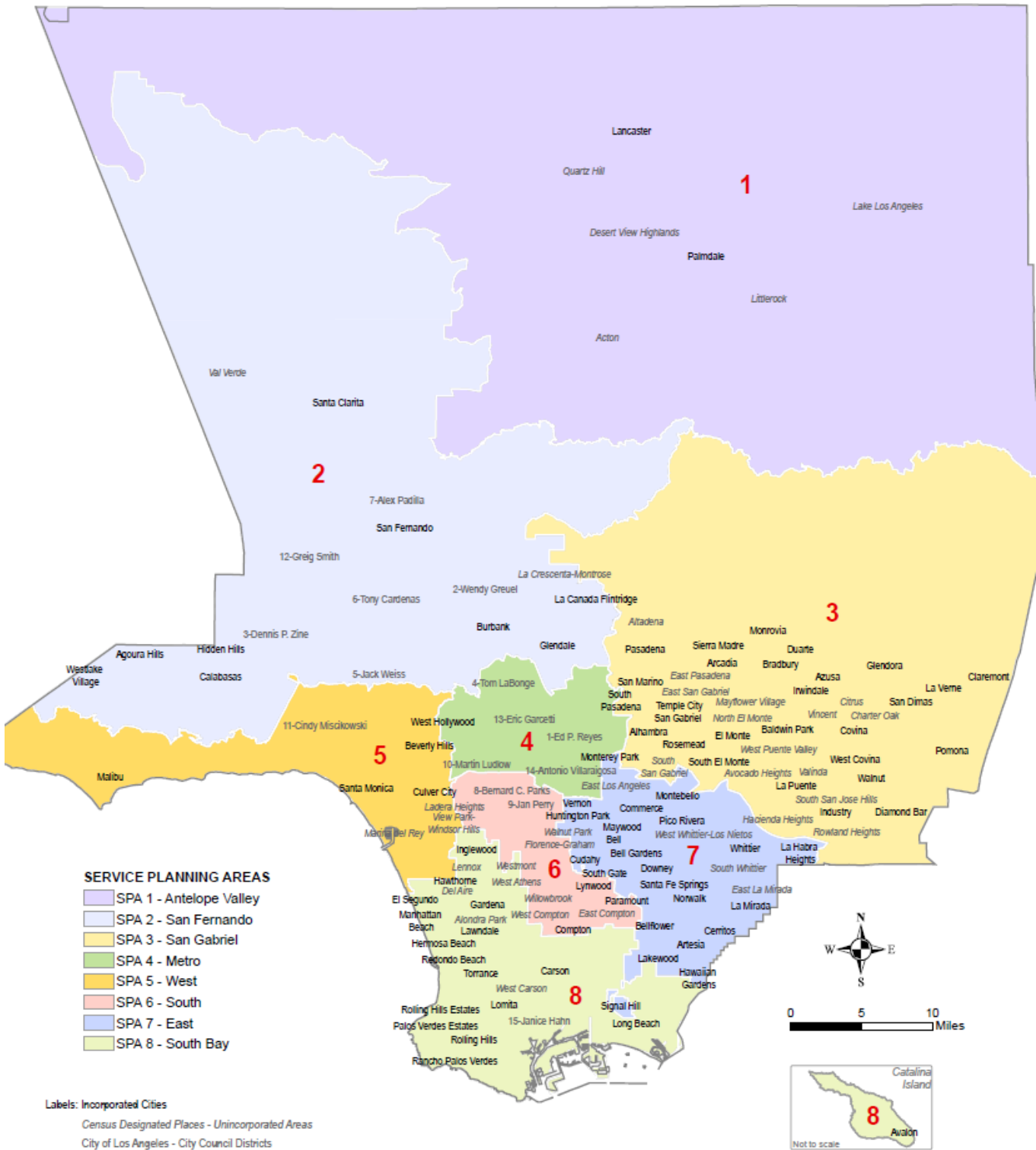
(1) MTDC does not include the costs of equipment and rent.

Step 2: Calculate the indirect costs charged to each program by multiplying the MTDC for each respective program by the 15% de minimis rate (effective October 1, 2024)

	Program A	Program B
MTDC	\$ 1,060,000	\$ 131,000
x De Minimis Rate	15%	15%
Indirect Costs Charged	\$ 159,000	\$ 19,650

Los Angeles County Service Planning Areas

EXHIBIT I



APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Pricing Sheet
 - 10a. Allowable Direct Resources, Supplies and Items for the Rainbow Resource Network
- 11) Line-Item Budget
- 12) Budget Narrative
- 13) Declaration

REQUIRED FORMS – EXHIBIT 1

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer Name: Click or tap here to enter text.		County Webven Number: Click or tap here to enter text.
Address: Click or tap here to enter text.		
Telephone Number: Click or tap here to enter text.		Email: Click or tap here to enter text.
Internal Revenue Service Employer Identification Number: Click or tap here to enter text.		California Business License Number: Click or tap here to enter text.
Unique Entity Identifier (UEI): Click or tap here to enter text.		
1	<p>Select the option that best defines your firm's business structure:</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>If Corporation or Limited Liability Company (LLC):</p> <p>Legal Name (as stated in Articles of Incorporation): Click or tap here to enter text.</p> <p>State of Incorporation: Click or tap here to enter text.</p> <p>Year of Incorporation: Click or tap here to enter text.</p> <p>If Limited Partnership or a Sole Proprietorship:</p> <p>Name of proprietor or managing partner: Click or tap here to enter text.</p> <p>If other: Specify business structure name: Click or tap here to enter text.</p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: Click or tap here to enter text.</p> <p>Country of Registration: Click or tap here to enter text.</p> <p>Year became DBA: Click or tap here to enter text.</p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</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: Click or tap here to enter text.</p> <p>State of Incorporation or registration of parent firm: Click or tap here to enter text.</p>
4	<p>Has your firm done business under other names within last five (5) years?</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): Click or tap here to enter text.</p> <p>Year(s) of Name Change: Click or tap here to enter text.</p>

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	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".	<u>Click or tap here to enter text.</u>
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger. <u>Click or tap here to enter text.</u>
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: <u>Click or tap here to enter text.</u> Title: <u>Click or tap here to enter text.</u> Phone: <u>Click or tap here to enter text.</u> Email: <u>Click or tap here to enter text.</u> Name: <u>Click or tap here to enter text.</u> Title: <u>Click or tap here to enter text.</u> Phone: <u>Click or tap here to enter text.</u> Email: <u>Click or tap here to enter text.</u> Name: <u>Click or tap here to enter text.</u> Title: <u>Click or tap here to enter text.</u> Phone: <u>Click or tap here to enter text.</u> Email: <u>Click or tap here to enter text.</u>

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250 LACC 8.300	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification 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) Click or tap here to enter text.	Board Policy 5.065	Check the Certification below that is applicable to your company. <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. OR <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.
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <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
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: Click or tap here to enter text.

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. Please reference your Certification Letter issued by the County to determine Federal/Non-Federal preference eligibility.**

<input type="checkbox"/> PREFERENCE NOT REQUESTED
--

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)	
Preference Program	Reference
<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	<u>LACC 2.204</u>
<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	<u>LACC 2.205</u>
<input type="checkbox"/> Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance should 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.

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: [Click or tap here to enter text.](#)
 Name of Entity: [Click or tap here to enter text.](#)
 Address: [Click or tap here to enter text.](#)
 Contact: [Click or tap here to enter text.](#)
 Telephone: [Click or tap here to enter text.](#)
 Email: [Click or tap here to enter text.](#)
 Termination Date: [Click or tap here to enter text.](#)
 Name/Contract No: [Click or tap here to enter text.](#)
 Reason for Termination: [Click or tap here to enter text.](#)

Service: [Click or tap here to enter text.](#)
 Name of Entity: [Click or tap here to enter text.](#)
 Address: [Click or tap here to enter text.](#)
 Contact: [Click or tap here to enter text.](#)
 Telephone: [Click or tap here to enter text.](#)
 Email: [Click or tap here to enter text.](#)
 Termination Date: [Click or tap here to enter text.](#)
 Name/Contract No: [Click or tap here to enter text.](#)
 Reason for Termination: [Click or tap here to enter text.](#)

Service: [Click or tap here to enter text.](#)
 Name of Entity: [Click or tap here to enter text.](#)
 Address: [Click or tap here to enter text.](#)
 Contact: [Click or tap here to enter text.](#)
 Telephone: [Click or tap here to enter text.](#)
 Email: [Click or tap here to enter text.](#)
 Termination Date: [Click or tap here to enter text.](#)
 Name/Contract No: [Click or tap here to enter text.](#)
 Reason for Termination: [Click or tap here to enter text.](#)

REQUIRED FORMS – EXHIBIT 5

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	

REQUIRED FORMS – EXHIBIT 5

Instructions for Completing Exhibit 5 - CBE 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.

Section 1: FIRM/ORGANIZATION INFORMATION	
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%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
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 will be at the Director’s sole judgment and their judgment will be final

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets the Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0 (Minimum Mandatory Requirements), of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Proposer must submit their Proposal by 12:00 PM, PST, on June 11, 2026.	<input type="checkbox"/>	<input type="checkbox"/>
2	Proposer must have attended the Mandatory Proposers' Conference identified in Paragraph 8.3 (Mandatory Proposer's Conference).	<input type="checkbox"/>	<input type="checkbox"/>
3	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.	<input type="checkbox"/>	<input type="checkbox"/>
4	Must not be suspended, debarred, ineligible, or excluded from securing federally, State, or locally funded contracts.	<input type="checkbox"/>	<input type="checkbox"/>
5	Must have three (3) years of experience within the last five (5) years providing support services to Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning, Intersex, Asexual, Two-Spirit+ (LGBTQIA2S+) youth and/or families in the Service Planning Area(s) (SPA) the agency intends to provide services. Proposer must demonstrate experience collaborating with community-based organizations, government agencies, or stakeholders to ensure comprehensive and coordinated support for LGBTQIA2S+ youth and/or families support services.	<input type="checkbox"/>	<input type="checkbox"/>
6	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. Attach a list of the training	<input type="checkbox"/>	<input type="checkbox"/>

	topics, courses, and/or catalog in the Business Proposal.		
7	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. Attach a copy of the policies and procedures in the Business Proposal.	<input type="checkbox"/>	<input type="checkbox"/>
8	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.	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name: Click or tap here to enter text.

Provide all public entity contracts for the last three (3) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES	
AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>
AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>
AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name: [Click or tap here to enter text.](#)

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer must provide four (4) references where the same or similar scope of services was provided.

Proposer may also provide two (2) alternate references in the event that a reference is non-responsive. Please note that **no more than six (6)** references must be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
REFERENCE 3	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
REFERENCE 4	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

[Click or tap here to enter text.](#)

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: [Click or tap here to enter text.](#)
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
[Click or tap here to enter text.](#)

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

[Click or tap here to enter text.](#)

b) Subsidiaries:

[Click or tap here to enter text.](#)

c) Related Business Entities:

[Click or tap here to enter text.](#)

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

[Click or tap here to enter text.](#)

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

[Click or tap here to enter text.](#)

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

[Click or tap here to enter text.](#)

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

[Click or tap here to enter text.](#)

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. **DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

[Click or tap here to enter text.](#)

Date

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

[Click or tap here to enter text.](#)
Date

REQUIRED FORMS – EXHIBIT 10

PRICING SHEET

Wellbeing Services for Youth and Families

Proposer’s who submit a proposal that is outside the range of (\$60 - \$72) for Table B Proposed Rate for Enhanced Services will be disqualified and their proposal eliminated from further consideration at the discretion of the County as described in the RFP, Section 8.6, Cost Proposal Requirements and Evaluation (30%). I agree to provide the specified services for the Los Angeles County Department of Children and Family Services (DCFS) in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

Table A	TAILORED SERVICES TO YOUTH	
	In-Person/Virtual Visit (two visits per month)	FLAT RATE (per youth/per month)
	Case Management and Case Consultation(s)	<u>\$1500</u> (all services must be provided to receive Flat Rate)
	Monthly Participant Service Log	
	Intake Assessment and Report	
	Biannual Reports and Annual Report	
	1x Monthly Coaching Network/Meeting	
	Training and Supervision for Staff and Volunteers	
	Program Monitoring and Evaluation	
	Program Direct Services and Education	
	Regional Office Outreach, Engagement	
	Administrative Support (paperwork, referrals and linkages)	
	Group Counseling/ Support Groups	
	Education, Career Services, Well-being and Life Skills	
	Child and Family Team Meetings	
Table B	PROPOSED HOURLY RATE FOR ENHANCED SERVICES	
	TYPE OF COUNSELING	HOURLY RATE
	Individual and/or Family (Evaluated based on estimated 10 hours per month)	\$ _____ (Must be between \$60 - \$72 per hour)
Table C	RATE FOR PRIDE EVENTS	
	Two Events Maximum	FLAT RATE (per event, per youth)
		<u>\$125</u>

REQUIRED FORMS – EXHIBIT 10

PRICING SHEET

Table D	RATE FOR AUXILIARY FUNDS	
	Auxiliary/Emergency Funds	FLAT RATE (per event/per youth)
		\$300
Table E	RAINBOW RESOURCE NETWORK	
	Community Outreach and Engagement	FLAT RATE (per month)
	Youth Engagement and Linkages	\$ 5000
	Procurement, Ordering, Invoicing	
	Training and Office Engagement	
	Monthly Report	
	Annual Report	
	Program Monitoring and Evaluation	
	*Direct Resources, Supplies and Items: At least 60% of total (refer to Exhibit B-1 for allowable Direct Resources, Supplies and Items)	
	*Staffing and Youth Engagement Stipend: Not to Exceed 40% of total	
Table F	PROPOSED NUMBER OF PARENT AND CAREGIVER ENGAGEMENT EVENTS	
	Parent and Caregiver Annual Engagement Event(s)	FLAT RATE (minimum one per year)
		\$ 3,000

Table A Tailored Services to Youth: All services must be provided monthly and will be reimbursed per youth at the Flat Rate of \$1,500.

Table B Enhanced Services: Will be reimbursed at the proposed hourly rate. Proposals will be evaluated based on the estimated 10 hours per month.

Table C Pride Events: Will be reimbursed at the flat rate of \$125 per youth, per event.

Table D Auxiliary Funds: Will be reimbursed up to \$300 per youth, per year.

Table E Rainbow Resource Network services: Must be provided monthly and will be reimbursed at the flat rate of \$5,000 per month for a total of \$60,000 per year*.

Table F Parent and Caregiver Engagement Events: Will be reimbursed at the flat rate of \$3,000 (a minimum of one event per year).

*Direct Resources, Supplies and Items: At least 60% of the Rainbow Resource Network total (refer to Exhibit B-1 for allowable Direct Resources, Supplies and Items). *Staffing and Youth Engagement Stipend: Not to Exceed 40% of Rainbow Resource Network total.

The maximum annual contract amount payable under this contract will be \$460,000.

Print Name of Authorized Personnel:	Title:
Signature:	Date:

ALLOWABLE DIRECT RESOURCES, SUPPLIES AND ITEMS FOR THE RAINBOW RESOURCE NETWORK

Hygiene Products:

- Basic hygiene (deodorant, body wipes, etc.)
- Menstrual products- Diva cups, thinx panties, rings (+educational materials on how to use them)
- Hygiene, hair for creams/treatment
- Facial hair care

Daily living Essentials:

- Sewing kits
- Eyeglasses repair kits
- Heating pads
- Luggage/duffle bags, purses, etc.
- Sunscreen
- Phone chargers, portable chargers, battery packs
- Sharps containers (e.g., for Testosterone syringes)

Clothing, Shapewear & Accessories

- Professional clothes (non-slip shoes, dress shoes, black clothing)
- Clothes & shoes, including plus size
- Heels
- Athletic gear
- Underwear
- Socks
- Bras + inserts
- Wigs
- Wig glue lace
- Binders
- Insoles, shoulder pads
- Packers (standards + STP)
- Shape wear
- Tape, GAF/underwear, tape removal oil
- Full face of makeup supplies
- Jewelry/accessories

ALLOWABLE DIRECT RESOURCES, SUPPLIES AND ITEMS FOR THE RAINBOW RESOURCE NETWORK

Additional Items:

- Art supplies
- Backpacks
- Items that are not readily available at stores, etc.

Notes for Organizing Closets:

- Reach out to businesses for donations & gift cards for sponsorships
- One on one consultations
- Pop up safe space
- Post op core education

Summary Findings/Themes:

- Basic Needs/ Essential Items are critical (hygiene products, first aid, etc.)
- Variety/relevant inventory (seasonal needs, plus size, color/shade of products important, etc.)
- Desire for educational information (for youth beneficiaries and also about relevant topics e.g. post-op care/recovery)

REQUIRED FORMS – EXHIBIT 11

LINE-ITEM BUDGET SAMPLE

(*Number of Referrals Not Guaranteed)

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	_____	\$ _____	\$ _____	\$ _____	\$ _____
Total Salaries and Wages				\$ _____	

***FTE = Full Time Equivalent Positions**

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____
Total Benefits		\$ _____

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

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	\$ _____
_____	\$ _____
_____	\$ _____
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	\$ _____

REQUIRED FORMS – EXHIBIT 11

LINE-ITEM BUDGET SAMPLE

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 A: Tailored Services to Youth

In-person/Virtual Visit (two visits per month) \$ _____
Case Management and Consultation(s) \$ _____
Monthly Participant Service Log \$ _____
Intake Assessment and Report \$ _____
1x Monthly Coach Network/Meeting \$ _____
Training and Supervision for Staff and Volunteers \$ _____
Program Monitoring and Evaluation \$ _____
Program Direct Services and Education \$ _____
Regional Office Outreach, Engagement \$ _____
Administrative Support (paperwork, referrals, and linkages) \$ _____
Group Counseling/Support Groups \$ _____
Education, Career Services, Well-being and Life Skills \$ _____
Child and Family Team Meetings \$ _____

TOTAL FOR TAILORED SERVICES TO YOUTH COSTS \$ _____

Table B: Proposed Hourly Rate for Enhanced Services

Individual and/or Family \$ _____

TOTAL FOR ENHANCED SERVICES COSTS \$ _____

Table C: Rate for Pride Events

Two Event Maximum \$ _____

TOTAL FOR PRIDE EVENTS COSTS \$ _____

Table D: Rate for Auxiliary Funds

Auxiliary/Emergency Funds \$ _____

TOTAL FOR AUXILIARY FUNDS COSTS \$ _____

REQUIRED FORMS – EXHIBIT 11

LINE-ITEM BUDGET SAMPLE

Table E: Rainbow Resource Network

Community Outreach and Engagement	\$ _____
Youth Engagement and Linkages	\$ _____
Procurement, Ordering, Invoicing	\$ _____
Training and Office Engagement	\$ _____
Monthly Report	\$ _____
Annual Report	\$ _____
Program Monitoring and Evaluation	\$ _____

TOTAL FOR RAINBOW RESOURCE NETWORK COSTS \$ _____

Table F: Parent and Caregiver Engagement Event(s)

Parent and Caregiver Annual Engagement and Event(s) (minimum one per year)	\$ _____
---	----------

*Direct Resources, Supplies and Items: At least 60% of total (refer to Exhibit B-1 for allowable Direct Resources, Supplies and Items)

TOTAL FOR PARENT AND CAREGIVER ENGAGEMENT EVENTS COSTS \$ _____

Total Annual Budget:	\$ _____
Total Indirect and Direct Monthly Costs:	\$ _____
Total for Tailored Services to Youth Costs:	\$ _____
Total for Enhanced Services Costs:	\$ _____
Total for Pride Events Costs:	\$ _____
Total Auxiliary Funds Costs:	\$ _____
Total for Rainbow Resource Network Costs:	\$ _____
Total for Parent and Caregiver Annual Engagement Events Costs:	\$ _____
Total Annual Cost:	\$ _____

Contractor Name:	Title:
Signature:	Date:

Program Manager Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 12

BUDGET NARRATIVE SAMPLE

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. 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.

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 Full Time Equivalent. 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.

INDIRECT COST

All details and computations associated with indirect costs should be explained.

Contractors may utilize a maximum of fifteen percent (15%) of their Maximum Annual Contract Sum for administrative/indirect costs.

Contractor Name:	Title:
Signature:	Date:

Program Manager Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 13

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-13 IS TRUE AND CORRECT.

PRINT NAME: Click or tap here to enter text.	TITLE: Click or tap here to enter text.
SIGNATURE:	DATE: Click or tap here to enter text.

APPENDIX C, D

Appendix

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name: <u>Click or tap here to enter text.</u>	Date of Request: <u>Click or tap here to enter text.</u>
Solicitation Title: <u>Click or tap here to enter text.</u>	Solicitation No.: <u>Click or tap here to enter text.</u>

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Mandatory Requirements**
- Application of **Business Requirements**
- Application of **Evaluation Criteria**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: Click or tap here to enter text. Title: Click or tap here to enter text.

For County use only

Date SRR Request: Click or tap here to enter text.
 Received by County: Click or tap here to enter text.
 Solicitation Released: Click or tap here to enter text.

Reviewed by: Click or tap here to enter text.

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", as approved and codified in California Government Code, Sections 12580–12599.10, 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.

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 12599.10. 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, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

266-8484 <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. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.