



Board of Supervisors Family & Social Services Cluster Agenda Review Meeting

DATE: May 8, 2024

TIME: 1:30PM – 3:30PM

MEETING CHAIRS: Susan Kim & Lizzie Shuster, 3rd Supervisorial District

CEO MEETING FACILITATOR: Claudia Alarcon

This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 140

To participate in the meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following 995 916 944# or

[Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Family & Social Services Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

- I. **Call to Order**
- II. **Consent Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
 - None --
- III. **Presentation/Discussion Items:**
 - a. **Department of Children and Family Services (DCFS):** Request to Approve a Funding Agreement with the Children’s Law Center to Fund a Dedicated Courtroom for Commercially Sexually Exploited Children.
 - b. **DCFS:** Request to Approve a Sole Source Contract with Kidsave International, Inc. for Youth Permanency Partners Services.
 - c. **DCFS:** Recommendation to Award Contracts to Provide Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, Two-Spirit+ Tailored Services

IV. Public Comment

V. Standing item(s) and those continued from a previous meeting of the Board of Supervisors or from a previous FSS Agenda Review meeting.

VI. Adjournment

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/8/2024	
BOARD MEETING DATE	6/4/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT (S)	DCFS	
SUBJECT	Approve a new Funding Agreement with the Children's Law Center to fund a dedicated courtroom for Commercially Sexually Exploited Children (CSEC)	
PROGRAM	Dedicated Courtroom for Commercially Sexually Exploited Children	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/TIME CONSTRAINTS	The current Funding Agreement with the Children's Law Center of California is set to expire on July 14, 2024.	
COST & FUNDING	Total Cost: \$885,000	Funding Source: Senate Bill 855
	TERMS (if applicable): The initial term is effective July 15, 2024, to July 14, 2025, with two-one year extension options, effective July 15, 2025 to July 14, 2026, and July 15, 2026, to July 14, 2027.	
	Explanation: The maximum annual amount for the initial year is \$295,000, and \$295,000 for each one-year optional extension. If all options are exercised, the total maximum amount will be \$885,000, financed by 100 percent State Optional CSEC funds.	
PURPOSE OF REQUEST	The success of Dedication to Restoration through Empowerment, Advocacy, and Mentoring (DREAM) Court is based on the multi-disciplinary teams (MDT) concept and increased interaction and support with the victims of commercial sexual exploitation. The contract pays for CLC to provide reduced caseload levels for a unit of three Case Managers and one Supervisor to ensure that youth are provided with the additional resources and support needed to meet intensive level of needs, provide tracking of outcomes related to school enrollment, placement stability, and linkages to services. In addition, funding supports costs related to providing events and activities for the youth to foster the development of positive relationships among the youth,	

	attorneys, case managers, and other adult allies to provide a community of support and sense of belonging for the youth. Specialized Case Managers are able to interact with CSEC more frequently and participate in regular MDT meetings, and case staffing.
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In 2014, legislation (SB 855) amended Welfare and Institutions Code (WIC) Section 300 to clarify that, under existing law, CSEC whose parents or guardians failed or were unable to protect them may fall within the description of WIC 300(b) and be adjudged as dependents of the juvenile court. The legislature also amended WIC to establish a State funded County CSEC program. In order to access funds under the CSEC program, counties were to submit a County plan.</p> <p>In 2015, Los Angeles County submitted a County plan that included the intent to establish a dedicated CSEC courtroom in dependency court. Having a dedicated judge, and other courtroom staff trained in CSEC, such as County Counsel, CLC, Court Officers, and specialized Case Managers, would allow for increased expertise, consistency in practice, and better outcomes. A component of the courtroom would be convening MDT meetings to discuss the case, with the goal of eliminating barriers to serving CSEC and improve outcomes.</p>
EQUITY INDEX OR LENS WAS UTILIZED	Yes
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Adela Estrada, CSEC Program Administrator, (310) 210-3835, estraa@dcfs.lacounty.gov</p> <p>Aldo Marin, Board Liaison, (213) 371-6052, marina@dcfs.lacounty.gov</p>



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020
(213) 351-5602



BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

June 4, 2024

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

Dear Supervisors:

**REQUEST TO APPROVE A FUNDING AGREEMENT WITH THE CHILDREN'S LAW
CENTER TO FUND A DEDICATED COURTROOM FOR COMMERCIALY
SEXUALLY EXPLOITED CHILDREN
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute a funding agreement, substantially similar to Attachment A, with CLC to cover costs associated with a dedicated courtroom for CSEC. The term of the agreement will be effective July 15, 2024 through July 14, 2025, with up to two one-year optional extensions. The maximum annual amount for the initial year is \$295,000, and \$295,000 for each one-year optional extension. If all options are exercised, the total maximum amount will be \$885,000, financed by State Optional CSEC funds.

"To Enrich Lives Through Effective and Caring Service"

2. Delegate authority to the Director of DCFS, or designee, to execute amendments to extend the term; increase or decrease the maximum annual amount not to exceed ten percent; and to change the terms and conditions as necessary to meet programmatic needs. Execution of amendments is contingent upon: a) obtaining County Counsel approval prior to execution; and b) DCFS notifying the Board and the Chief Executive Office (CEO), in writing, within 10 business days of such agreement.
3. Delegate authority to the Director of DCFS, or designee, to terminate the agreement for convenience or default, provided that: a) County Counsel approval is obtained prior to termination of the agreement; and b) DCFS notifies the Board and the CEO, in writing, within 10 business days of such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In June 2014, SB 855 created a statewide CSEC Optional Program led by each county child welfare agency serving CSEC through a Multi-Disciplinary Team (MDT) approach. Counties that opted into the CSEC Optional Program submitted a CSEC County Plan that contained operational agreements with local partners, and received State funding from the California Department of Social Services. CLC is a signatory on the Los Angeles County CSEC Operational Agreement.

The current agreement with CLC will expire on July 14, 2024, and a new agreement is needed to allow CLC to continue to serve the CSEC population and fund CLC Case Managers to work with youth impacted by CSEC whose cases are assigned to the Dedication to Restoration through Empowerment, Advocacy, and Mentoring (DREAM) Court. CLC staff will also be available to participate in multi-disciplinary case staffing reviews, CSEC resource mapping and data collection.

The mutual goal of CLC and the County is to meet the intent and mandate of SB 855 and the CSEC Model Interagency Protocol Framework, as outlined in All-County Information Notice 1-23-15, in serving the CSEC population in the DREAM Court. Using the established CSEC courtroom in the delinquency system as a framework, the DREAM Court intends to improve outcomes for CSEC by using promising practices and establishing a structure for individualized MDTs for identified CSEC. CLC shall endeavor to provide services that meet the needs of the CSEC target population, including but not limited to:

- Case management at a reduced caseload level to provide services to youth impacted by exploitation and to advocate on their behalf;
- Staffing of multi-disciplinary case staffing reviews;
- Mapping of existing services available to CSEC and their families; and
- Collecting data to track outcomes.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services support the County's Strategic Plan Goal 1 Make Investments That Transform Lives; Focus Area Goal D. Support Vulnerable Populations, Strategy iv. Commercial Sexual Exploitation of Children (CSEC): Support programs and services to prevent, protect, and serve CSEC youth and their families.

FISCAL IMPACT/FINANCING

The maximum annual amount will be \$295,000, financed with 100 percent State Optional CSEC Program Funds. The maximum annual amount for each one-year optional extension will be \$295,000. The total maximum amount is \$885,000, if all options are exercised. Funding is included in the Department's Fiscal Year 2024-2025 recommended budget and will be included in future budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 13, 2021, the Board adopted a Board Letter, providing the Director of DCFS with delegated authority to execute a funding agreement with CLC for a one-year term and two one-year optional extensions.

The partnership between DCFS and the DREAM Court has successfully met the requirements of SB 855. Child victims of commercial sexual exploitation have received appropriate services that address their health, mental health, education and well-being.

The DREAM Court will continue to provide a dedicated judge; a CSEC trained and informed County Counsel; as well as a CLC staff member, resulting in increased expertise, consistency in practice and better outcomes for the CSEC population. In addition, all CSEC cases in the DREAM Court will have MDT meetings convened and facilitated by the DCFS Runaway Outreach Unit Team. The MDT members will include the Children's Social Worker, representatives from CLC, County Counsel, Department of Mental Health, Department of Public Health and the Department of Probation.

The funding agreement was reviewed and approved by County Counsel.

CONTRACTING PROCESS

No contracting actions were required.

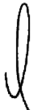
IMPACT ON CURRENT SERVICES

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

CONCLUSION

Upon approval of this request, it is requested that the Executive Officer/Clerk send an adopted stamped copy of this Board letter and attachments to the Department of Children and Family Services.

Respectfully submitted,



BRANDON T. NICHOLS
DIRECTOR

BTN:JF:CMM
LTI:CP:ms

Attachment

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

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

THIS AGREEMENT is made and entered into this ___ day of _____, 2024.

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

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

WITNESSETH:

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

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

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

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

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

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

A. APPROVED FUNDING AND COSTS

1. The County agrees to pay CLC \$295,000 for the initial contract year, and \$295,000 for each of the two one-year options to extend. The total maximum amount allocated is \$885,000, if all options to extend are exercised.
2. Notwithstanding any other provision of this agreement, funding of this agreement is contingent on State funding allocations of the CSEC Program and funding of this agreement may be decreased during the agreement term to reflect any State reductions to the CSEC Program. In the event the State fails to fund the CSEC Program, the County is not financially liable to continue to fund this agreement.
3. Funds may be used by CLC for costs incurred by CLC associated with administering the DREAM courtroom that are beyond the cost of representing the CSEC in juvenile dependency court. These costs include case managers and other staff to participate in DREAM Court activities, Multidisciplinary Team (MDT) meetings, Multidisciplinary Case Staffing, and data collection. Expenditures of County funds by CLC shall be consistent with the Line Item Budget for the period July 15, 2024 through July 14, 2025 which is attached as Exhibit A and made a part of this agreement. The total maximum amount is \$885,000 if all options are exercised.
4. Funds will be paid to CLC in two installments of \$147,500 during the term of this funding agreement. The first payment will be made after execution and the second payment will be made after the first six months of the term. Funds will be paid within thirty (30) days of a request for payment.
5. Payment requests shall be sent to:

Attn: Laura Tran
Contract Accounting Unit
Department of Children and Family Services
510 S. Vermont Ave, 14th Floor
Los Angeles, CA 90020

B. AGREEMENT TERM

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

event the State discontinues funding, DCFS has the option to terminate this agreement, or to claim towards other available funds.

C. THE PROGRAM

1. Funds shall be used to adequately serve the CSEC population and fund the Case Managers to work with CSEC whose cases are assigned to the DREAM Court, other CLC staff to participate in Multidisciplinary Case Staffing Reviews, CSEC resource mapping, and data collection.
2. The mutual goal of CLC and the County is to meet the intent and mandate of Senate Bill 855 and the CSEC Model Interagency Protocol Framework as outlined in All County Information Notice I-23-15, in serving the CSEC population in the DREAM Court. Using the established CSEC courtroom in the delinquency system as a framework, the DREAM Court intends to improve outcomes for CSEC by using promising practices and establishing a structure for individualized MDT for identified CSEC. CLC shall endeavor to provide services that meet the needs of the CSEC target population, including but not limited to:
 - Case Management at a reduced caseload level
 - Participation in MDTs
 - Staffing of Multidisciplinary Case Staffing Reviews
 - Mapping of existing services available to CSEC and their families
 - Data collection
3. Except as provided in Paragraph E of this Agreement, CLC and the County agree that the liability of the County hereunder shall be limited to the payment of the CF pursuant to the terms of this Agreement.

D. REPORTS AND MONITORING

CLC will submit Quarterly Reports to DCFS that include measurable, observable, and attainable outputs and outcomes, such as but not limited to: the names of participants, percentage of participants who maintained placement stability, reduced amount of runaway episodes, reduced days during runaway episodes, engagement with supportive services, and school attendance or employment. Reports should be submitted to the person identified in Section N.

E. CONFLICTS OF INTEREST

CLC covenants that neither CLC nor any of its agents, officers, employees, or subcontractors who presently exercise any function of responsibility in connection with the program has personal interest, direct or indirect. In the

Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

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

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

F. OSHA/CAL-OSHA COMPLIANCE

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

G. SUSPENSION AND TERMINATIONS

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

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

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

Payment shall be made upon the filing with the County, by CLC of a voucher evidencing the time expended and the cost incurred. Said vouchers must be filed with the County no later than thirty (30) days of date of said termination. Under no circumstances shall the County be liable to CLC under this agreement for more than the allocated \$295,000 per contract year.

H. COUNTY LOBBYISTS

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

I. USE OF RECYCLED PAPER

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

J. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CLC shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal Income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

K. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CLC require additional or replacement personnel after the effective date of this Agreement, CLC shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meets the CLC's minimum qualifications for the open position. The County will refer GAIN participants by job category to CLC.

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

CLC acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CLC understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the CLC's place of business. County's District Attorney will supply CLC with the poster to be used.

M. FINANCIAL RECORDS

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

N. NOTICES AND APPROVALS

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

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

CLC: Leslie Heimov, Executive Director
Children’s Law Center of California
101 Centre Plaza Drive
Monterey Park, CA 91754

O. NONDISCRIMINATION

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

P. INTEGRATION AND SEVERABILITY

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

Q. MODIFICATION OF AGREEMENT

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CLC has caused this Agreement to be subscribed on its behalf by its duly authorized officer(s) as of the day, month, and year first above written. The person(s) signing on behalf of CLC warrants under penalty of perjury that he or she is authorized to bind CLC in this Agreement. This agreement may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

By _____
Brandon T. Nichols
DCFS Director

_____ Date

Children's Law Center of California

By _____
Leslie Heimov
Executive Director

_____ Date

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

By _____
Aleen Langton, Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/8/2024	
BOARD MEETING DATE	6/4/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Children and Family Services	
SUBJECT	New Contract	
PROGRAM	Children's Bureau of Southern California for Community Child Abuse Councils Coordination Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: An RFP was released on April 11, 2019, for services. On December 2, 2019, Kidsave was the only agency to meet the minimum qualifications; therefore, identified as the vendor to receive the contract. The RFP was cancelled due funding cuts during the COVID-19 pandemic. On November 3, 2023, The California Department of Social Services approved Kidsave to use Flexible Family Supports (FFS) funds. FFS funds will expire on June 30, 2026. There is not enough time to complete a new RFP before funds end.	
DEADLINES/ TIME CONSTRAINTS	Contract terms July 1, 2024 to June 30, 2025, with one 1-year renewal option. FFS funds expire June 30, 2026. This contract need execution prior to the expiration of funds.	
COST & FUNDING	Total cost:	Funding source:
	\$400,000	100% State FFS
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	To approve a sole source contract with Kidsave, Inc.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>This RFP was initiated in 2019, Kidsave is still interested in being the vendor and will not be requesting any additional funds. There were no other appropriate proposals submitted, there would not be any objection to implementing the contract with Kidsave. The funding is time limited and therefore we are requesting that we move forward with contracting with Kidsave without any further solicitation.</p> <p>Board Policy 5.100, Sole Source Contracts and Amendments, requires that the Board be notified if a department intends to enter a new sole source contract pending solicitation of a replacement system and/or services and this serves as that notification.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The proposed contract services allow Kidsave to recruit and support the Youth Permanency Program, who in turn will mentor and support older foster youth ages 9 through 17. The goal is to help foster youth find permanent families or create lasting connections.	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: <ol style="list-style-type: none">1. Poverty Alleviation Initiative. Proactively support investments that transform lives and the DCFS' strong commitment to youth well-being and foster youth permanency. Reduce negative outcomes associated with youth exiting care without permanency, such as incarceration and homelessness to increase the likelihood that the youth will have a permanent connection to helps to break the cycle of poverty2. Child Protection. Supporting the stability and well-being of the child through the support of long term success of transitional aged foster youth to ensure self-sufficiency upon emancipation .
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Sari Grant, CSA III, (626) 229-3732, gransa@dcfs.lacounty.gov



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020
(213) 351-5602



BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

June 4, 2024

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

**REQUEST TO APPROVE A SOLE SOURCE CONTRACT WITH KIDSAVE
INTERNATIONAL, INC. FOR YOUTH PERMANENCY PARTNERS SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests Board approval to execute a sole source contract with Kidsave International, Inc. (Kidsave) for the Youth Permanency Partners (YPP) program. The YPP program recruits and supports adults who volunteer to mentor older foster youth and help them find a permanent family or a lasting connection. The contract will be effective July 1, 2024, or date of execution, until June 30, 2025, with a one year renewal option from July 1, 2025 to June 15, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute a contract, substantially similar to Attachment A, with Kidsave for the YPP program, effective July 1, 2024, or date of execution, to June 30, 2025, with a one year renewal option from July 1, 2025 to June 15, 2026. The Maximum Contract Sum for the initial contract period is \$200,000 and the Maximum Contract Sum for the renewal option is \$200,000. The total Maximum Contract Sum is \$400,000, utilizing 100 percent State Flexible Family Support (FFS) funds.
2. Delegate authority to the Director of DCFS, or designee, to exercise a one year renewal option by written notice, provided that: a) approval from County Counsel is obtained prior to the execution of the renewal option; b) funding is available; and c) DCFS notifies the Board and the Chief Executive Officer (CEO), in writing, within 10 business days after execution.

"To Enrich Lives Through Effective and Caring Service"

3. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Annual Contract Sum by up to 10 percent, if such an amendment is necessary to meet changes in service demands and the necessary funding is available in the budget. Approval from County Counsel will be obtained prior to executing such amendment, and the Director, or designee, will notify the Board and the CEO, in writing, within 10 business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contract for necessary changes to the terms and conditions, provided that: a) prior County Counsel approval is obtained; and b) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within 10 business days after execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The YPP program is designed to increase permanency for older foster youth, ages 9-17, through interaction and engagement with a goal of a permanent placement and/or permanent connection for the youth. YPP assist youths with their academics, well-being and life skills, as needed.

There is an urgent need to fund the YPP program, as at any given time there are hundreds of older children in need of adoption. The outcomes for youth who exit the child welfare system without permanency or an adult connection are bleak. Kidsave is the only program approved by the California Department of Social Services (CDSS) that has families that want to either adopt or be a mentor and has been working with the population of youth who cannot return to their birth family and have no relatives that are willing to provide a home or connection for them. Kidsave has unique experience in facilitating monthly matching events for youth identified as needing a permanent family, where the youth and families interact together. Kidsave has approved volunteer drivers that can transport youth to events. Moreover, Kidsave is one of a kind in having approved hosts that take a youth overnight, two weekends a month, and are specifically trained to provide adoption advocacy on behalf of the youth they are hosting.

The recommended actions will allow Kidsave to fulfill DCFS' strong commitment to the well-being and permanency of foster youth. Emancipated youth that exit the foster care system and foster care youth without a stable adult connection are extremely vulnerable. In order to increase the number of prospective adoptive families and create permanent connections for older youth, DCFS needs an agency or organization to support adults who will volunteer their time on the weekends mentoring older foster youth to help them find a permanent family or lasting connection.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 1 - Make Investments That Transform Lives and DCFS' strong commitment to youth well-being and foster youth permanency. Pursuant to the Countywide Strategic Plan Section I.2.9, the County is committed to supporting the long-term success of transitional age foster youth to ensure self-sufficiency upon emancipation.

FISCAL IMPACT/FINANCING

The total Maximum Contract Sum is \$400,000, funded using 100 percent FFS funds. The Maximum Contract Sum for the initial contract period is \$200,000, and \$200,000 for the one-year renewal option.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, over 3,000 foster youth are in long-term foster care. Approximately 33 percent of foster youth are between the ages of 9 and 17. Each year approximately 1,000 youth exit care without a permanent family or connection. The YPP program will assist DCFS in reducing the negative outcomes associated with youth exiting care without permanency, such as incarceration and homelessness. DCFS will continue to offer the YPP program, which will increase the likelihood that the youth will have a permanent connection and exiting youth will gain some form of permanency.

Kidsave will recruit and support YPP, who in turn will mentor and support older foster youth. The goal is to help these youth in their pursuit of finding permanent families or creating lasting connections. They will facilitate YPP orientations that present an overview of the program and how it works, explain what it means to be a YPP as well as provide details on the roles and responsibilities of a YPP, information about youth in foster care, and explain the application process for becoming a YPP. Kidsave is responsible for organizing and facilitating 10 interactive Connection Events per contract year. They will provide transportation for the youth to and from the Connection Events. Kidsave will track referred youth and prospective and approved YPP and will provide monthly, bi-annual and annual reports. They will have a minimum of 25 YPP per contract year who complete one orientation, the application packet and are approved to become YPPs by the County Program Manager (CPM), or CPM's designee.

DCFS has determined that the Living Wage Ordinance does not apply to this contract.

County Counsel and the CEO have reviewed this Board Letter. County Counsel has approved this contract as to form.

Board Policy 5.100, Sole Source Contracts and Amendments, requires that the Board be notified in advance if a department intends to enter a new sole source contract pending solicitation of a replacement system and/or services and since no advanced notification was provided this serves as that notification.

CONTRACTING PROCESS

On April 2, 2019, DCFS released a Request for Proposals (RFP) solicitation for YPP services utilizing FFS funding. On December 2, 2019, Kidsave was the only agency to submit a proposal that met the solicitation qualifications. The proposal by Kidsave was reviewed and identified as the recommended contractor; however, due to funding cuts during the COVID-19 pandemic, the RFP was cancelled.

On November 3, 2023, the CDSS approved FFS funds for Home-Based Foster Care General Fund Planning Allocation for one-time funding to support children and youth placed in out-of-home care. Kidsave was approved by CDSS to provide the services under YPP, utilizing the FFS funds. The FFS funds will expire on June 30, 2026. Due to the lengthy process of soliciting a new RFP, which will not allow sufficient time for the development of a new RFP, and limited time available to utilize the FFS funds, DCFS is requesting Board approval for a sole source contract with Kidsave.

Kidsave has been working with DCFS since 2005, facilitating monthly connection/matching events with youth and families, which has resulted in finding adoptive families and permanent adult connections for some of our most challenging youth in need of permanency.

IMPACT ON CURRENT SERVICES

Approval of the contract will allow DCFS to more effectively recruit and support volunteer mentors to support older foster youth. Through contracting with Kidsave, the County will be able to increase the number of prospective adoptive families and create lasting connections for older foster youth.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted copy of the Board letter and attachment to the Department of Children and Family Services.

Respectfully submitted,

The Honorable Board of Supervisors
June 4, 2024
Page 5

Brandon T. Nichols
Director

BTN:JF:CMM
LTI:SS:TN:dj

Attachment

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KIDSAVE INTERNATIONAL, INC.

FOR

YOUTH PERMANENCY PARTNERS SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1 APPLICABLE DOCUMENTS	2
2 DEFINITIONS	2
2.1 Standard Definitions:.....	3
3 WORK	4
4 TERM OF CONTRACT	4
5 CONTRACT SUM	4
5.1 Total Contract Sum.....	4
5.2 Written Approval for Reimbursement.....	4
5.3 Notification of 75% of Total Contract Sum.....	4
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	5
5.5 Invoices and Payments.....	5
5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	5
6 ADMINISTRATION OF CONTRACT - COUNTY	6
6.1 County Administration.....	6
6.2 County's Project Director.....	6
6.3 County's Project Manager.....	6
6.4 County's Contract Project Monitor.....	7
7 ADMINISTRATION OF CONTRACT - CONTRACTOR	7
7.1 Contractor Administration.....	7
7.2 Project Manager.....	7
7.3 Approval of Contractor's Staff.....	7
7.4 Contractor's Staff Identification.....	7
7.5 Background and Security Investigations.....	8
7.6 Confidentiality.....	8
8 STANDARD TERMS AND CONDITIONS	9
8.1 Amendments.....	9
8.2 Assignment and Delegation/Mergers or Acquisitions.....	10
8.3 Authorization Warranty.....	10
8.4 Budget Reductions.....	11

TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
8.5	Complaints	11
8.6	Compliance with Applicable Law	12
8.7	Compliance with Civil Rights Laws.....	12
8.8	Compliance with the County's Jury Service Program.....	13
8.9	Conflict of Interest	14
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11	Consideration of Hiring GAIN-GROW Participants.....	15
8.12	Contractor Responsibility and Debarment.....	16
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	18
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	18
8.15	County's Quality Assurance Plan	19
8.16	Damage to County Facilities, Buildings or Grounds.....	19
8.17	Employment Eligibility Verification.....	19
8.18	Counterparts and Electronic Signatures and Representations.....	20
8.19	Fair Labor Standards	20
8.20	Force Majeure	20
8.21	Governing Law, Jurisdiction, and Venue.....	21
8.22	Independent Contractor Status	21
8.23	Indemnification	22
8.24	General Provisions for all Insurance Coverage.....	22
8.25	Insurance Coverage.....	26
8.26	Liquidated Damages	28
8.27	Most Favored Public Entity.....	29
8.28	Nondiscrimination and Affirmative Action.....	30
8.29	Non Exclusivity.....	31
8.30	Notice of Delays	31
8.31	Notice of Disputes	31
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	32

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	32
8.34 Notices	32
8.35 Prohibition Against Inducement or Persuasion.....	32
8.36 Public Records Act.....	32
8.37 Publicity.....	33
8.38 Record Retention and Inspection-Audit Settlement.....	33
8.39 Recycled Bond Paper	34
8.40 Subcontracting	35
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	36
8.42 Termination for Convenience	36
8.43 Termination for Default.....	36
8.44 Termination for Improper Consideration.....	37
8.45 Termination for Insolvency	38
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	39
8.47 Termination for Non-Appropriation of Funds	39
8.48 Validity.....	39
8.49 Waiver	39
8.50 Warranty Against Contingent Fees	39
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	40
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	40
8.53 Time Off for Voting.....	40
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	40
8.55 Compliance with Fair Chance Employment Hiring Practices.....	41
8.56 Compliance with the County Policy of Equity	41
8.57 Prohibition from Participation in Future Solicitation(s).....	41
8.58 Injury and Illness Prevention Program	41
9 UNIQUE TERMS AND CONDITIONS	42
9.1 Contractor's Charitable Activities Compliance... Error! Bookmark not defined.	42

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
9.2 Data Destruction	42
10 Survival.....	42

STANDARD EXHIBITS

- A** Statement of Work
- B** Pricing Schedule (Not Attached to Sample)
- C** Contractor's Proposed Schedule (Not Attached to Sample)
- D** County's Administration
- E** Contractor's Administration
- F** Safely Surrendered Baby Law

UNIQUE EXHIBITS

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR

- H1** Individual's Assignment and Transfer of Copyright
- H2** Contractor's Assignment and Transfer of Copyright
- H3** Notary Statement for Assignment and Transfer of Copyright

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- I** Information Security and Privacy Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
KIDSAVE INTERNATIONAL, INC.
FOR
YOUTH PERMANENCY PROGRAM SERVICES**

This Contract (“Contract”) made and entered into this ___ day of _____, 2023 by and between the County of Los Angeles, hereinafter referred to as “County” and KIDSAVE International, Inc., hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the County may contract with private businesses for Youth Permanency Partners Services when certain requirements are met; and

WHEREAS, the Contractor is a public firm specializing in providing Youth Permanency Services; and

WHEREAS, County has determined that the services to be provided under this Contract are needed in in order to provide monthly connection/matching events with youth and families in order to increase the number of prospective adoptive families and create permanent connections for older youth; and

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

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

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

1 APPLICABLE DOCUMENTS

Exhibits A through J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency 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 Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Safely Surrendered Baby Law

Unique Exhibits:

Intellectual Property Developed-Designed by Contractor Forms

Exhibit G	Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
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Information Security and Privacy Requirements

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

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1 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.

2.1.2 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.

- 2.1.3 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 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.
- 2.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.8 County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.9 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

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

4 TERM OF CONTRACT

- 4.1** The term of this Contract will commence on November 1, 2023, or the date of execution by the Director of Children and Family Services, whichever is later, and will expire on June 30, 2024, unless 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 up to one additional one (1) year period, for a maximum total Contract term of one year and seven months. Each such extension option entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3** The Contractor must notify DCFS 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 DCFS at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Contract Sum for the full three-year term is \$350,000. The estimated Maximum Annual Contract Sum is \$200,000.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

5.5 Invoices and Payments

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

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

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

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
510 Vermont Avenue, Los Angeles CA 90020
Attention: Contract Manager, YPP Program

5.5.6 County Approval of Invoices

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

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

5.6.1 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).

- 5.6.2** 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.
- 5.6.3** 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.
- 5.6.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

6.3 County's Project Manager

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

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 Contractor shall conduct background investigation, including live scanning (fingerprint) of their own staff. 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 Contractor certify that their staff who will perform services under this contract have undergone the required background investigation and been cleared prior to providing services and that any staff members who are out of compliance, will be removed immediately, If a member of Contractor's staff does not pass the 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 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 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by the Director of DCFS or his/her designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or

Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by the Director of DCFS or his/her designee.

- 8.1.3** The County's Board of Supervisors or Chief Executive Officer or designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by the Director of DCFS or his/her 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 of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within 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, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

8.5.1.1 Within five business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.1.3 If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five business days for County approval.

8.5.1.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.

8.5.1.5 The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five business days of receiving the complaint.

8.5.1.6 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 County's Project Manager within three business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

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

- 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of 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 agreement.

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. However, Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, to the extent that this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.11.3 Contractor is only bound by this paragraph, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, to the extent that this does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

- 8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4** If a contractor has been debarred for a period longer than five (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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>,

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

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will

implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than 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 of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3** The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4** The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners)

identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
510 Vermont Avenue, Los Angeles CA 90020
Attention: Contract Manager, ESS Program

8.24.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (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 effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (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 \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any

act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 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 \$10 million.

8.25.4.3 Property Coverage

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

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 \$10 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.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A Statement of Work 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** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3** That 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** If permitted by law and applicable collective bargaining agreements, 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 Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of 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 County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of DCFS or his/her designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including,

without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1** The contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

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

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County will not unreasonably withhold written consent.

- 8.37.2** The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will

be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (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 Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within 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) 8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (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.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1** The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2** If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:
- 8.40.2.1** A description of the work to be performed by the subcontractor.
 - 8.40.2.2** A draft copy of the proposed subcontract; and
 - 8.40.2.3** Other pertinent information and/or certifications requested by the County.
- 8.40.3** The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4** The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

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

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

- 8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.43.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of

subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.45 Termination for Insolvency

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

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

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon

any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (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](#).

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

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

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

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

8.55 Compliance with Fair Chance Employment Hiring Practices

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

8.56 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.

8.57 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. This provision will survive the expiration, or other termination of this Agreement.

8.58 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.

9 UNIQUE TERMS AND CONDITIONS

9.1 Data Destruction

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

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

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

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

10 Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.6.2
Paragraph 8.19 (Fair Labor Standards)
Paragraph 8.20 (Force Majeure)
Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
Paragraph 8.23 (Indemnification)
Paragraph 8.24 (General Provisions for all Insurance Coverage)
Paragraph 8.25 (Insurance Coverage)
Paragraph 8.26 (Liquidated Damages)
Paragraph 8.34 (Notices)
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
Paragraph 8.42 (Termination for Convenience)
Paragraph 8.43 (Termination for Default)
Paragraph 8.48 (Validity)
Paragraph 8.49 (Wavier)
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))
Paragraph 9.2 (Ownership of Materials, Software and Copyright)
Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)
Paragraph 10 (Survival)

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.

CONTRACTOR

KIDSAVE INTERNATIONAL, INC.

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAVID BEAUDET
County Counsel

By _____
Senior Deputy County Counsel

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

YOUTH PERMANENCY PARTNERS SERVICES

NOTE TO PROPOSERS: Any and all Parts of this RFP and Proposer's Proposal may become a part of any resulting Contract and Statement of Work.

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

**YOUTH PERMANENCY PARTNERS SERVICES
STATEMENT OF WORK**

TABLE OF CONTENTS

<u>Section Number and Title</u>	<u>Page</u>
SECTION A	
1.0 PREAMBLE.....	1
SECTION B – PROJECT FOUNDATION	
2.0 BACKGROUND.....	2
3.0 DEFINITIONS.....	2
4.0 COUNTY'S GENERAL RESPONSIBILITIES.....	6
5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES.....	6
6.0 CONTRACTOR'S STAFF.....	7
SECTION C – SERVICE DESCRIPTION	
7.0 TARGET POPULATION.....	9
8.0 SCOPE OF WORK.....	9
SECTION D – SERVICE REPORTS	
9.0 REPORTS.....	19
SECTION E – QUALITY ASSURANCE PLAN	
10.0 QUALITY ASSURANCE PLAN.....	22
11.0 QUALITY ASSURANCE MONITORING.....	23
12.0 MATERIALS AND EQUIPMENT.....	23
13.0 GREEN INITIATIVES.....	24
14.0 DATA COLLECTION.....	24
15.0 PROGRAM OUTCOMES.....	26

YOUTH PERMANENCY PARTNERS SERVICES

STATEMENT OF WORK

SECTION A

1.0 PREAMBLE

The County of Los Angeles 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 Mission, Values, Goals and Performance Outcomes.

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

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability, 2) Community Support and Responsiveness, and 3) Integrated Services Delivery. 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 and community and contracting agencies.

SECTION B – PROJECT FOUNDATION

2.0 BACKGROUND

California’s child welfare agencies serve 60,000 children, twice as many as any other state. More than 60 percent of California’s Foster Youth (34,766) are in Los Angeles County with nearly half living in out-of-home care. The number of Foster Youth in Los Angeles County ages 9-17 now exceeds 11,000. In Los Angeles County, once children reach their teens, social programs turn towards helping them prepare for independent living instead of seeking either legal or relational permanency before they “age out” or are emancipated. Over 1,000 Youth age out each year, but few have a connection to a caring adult who can provide them with meaningful guidance, love, and support.

Emancipated Youth that exit the foster care system and foster care Youth without a stable adult connection are extremely vulnerable. Based on our past experiences of those who “age out” annually: approximately 45 percent will likely not finish high school; 40 percent will likely spend early adulthood on welfare; 25 percent will likely become homeless or be sentenced to jail, prison, or some type of correctional facility within two years of emancipation; and 50 percent of all female foster Youth will likely become pregnant by age 19.

In order to increase the number of prospective adoptive families and create permanent connections for Older Foster Youth, the Department of Children and Family Services (DCFS) needs an agency or organization to recruit, train and support adults who will volunteer to spend their time on weekends mentoring Older Foster Youth to help them find a permanent family or lasting connection. These adults shall be recruited from the local community to be Youth Permanency Partners (YPP). The agency or organization will also need to host events and help facilitate matches between adults and Youth.

3.0 DEFINITIONS

The following words defined for 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 shall be construed to have the meanings described in this section, unless otherwise apparent from the context in which they are used.

- 3.1 **Caregiver – means** the person who the youth is living with and providing care to.
- 3.2 **Child Protection Hotline – means** a 24-hour toll-free telephone number that anyone can use to report allegation of child abuse or neglect.
- 3.3 **Children’s Social Worker (CSW) – means** social workers with the caseloads of children who are under the supervision and custody of DCFS.

- 3.4 **Confidential Information** – means to any information not exempted in specific legislation and identified as personal, sensitive, or confidential, such as personally identifiable information, individually identifiable health information and medical records, employment and education records, and non-public information as specified in all applicable federal, State and local laws and regulations. In general, any data and information that is exempt from public disclosure under either federal, State, local laws, and County policies is confidential.
- 3.5 **Connection Agreement** – means a document that confirms the start of the Connection Match and outlines the expectations and responsibilities of the YPP, the Youth, and the current caregiver and is agreed upon by these parties. It is signed by the Youth, caregiver, YPP, the YPP Family Support Worker, or Contract Program Director (CPD), and the DCFS Children’s Social Worker (CSW) (if the CSW is present) at the time of the Connection Meeting.
- 3.6 **Connection Events** – means interactive events, facilitated by Contractor, where Youth in need of permanency are able to engage with prospective YPP and permanent families via a Youth-centered activity where all parties are encouraged to participate.
- 3.7 **Connection Matches** – means a mutual agreement of the Youth and approved YPP to a mentorship relationship as a result of having met at a Connection Event and the YPP having received information about the youth.
- 3.8 **Connection Meeting** – means a meeting to match an approved YPP and a Youth to formalize the beginning of their connection relationship that takes place at the Youth’s placement and ensures that all parties understand their roles and responsibilities.
- 3.9 **Data Breach** – means impermissible or unauthorized acquisition, access, use or disclosure of protected or sensitive/confidential information (e.g., legal documents, case information, performance evaluations, personally identifiable information (PII), protected health information (PHI)).
- 3.10 **Families** – means individuals or couples; married or unmarried.
- 3.11 **Family Reunification Services** – means activities designed to reunite the family and provide time-limited foster care services to prevent or remedy neglect, abuse, or exploitation, while the child remains in temporary foster care
- 3.12 **Family Support Worker** – means a person that gives supports and guidance to the YPPs when needed.

- 3.13 **Foster Family Agency** – means a non-profit organization licensed by the State of California to recruit, certify, train, and provide professional support to foster parents.
- 3.14 **Information Security Incident** – means a violation or imminent threat of violation of actual or suspected adverse event impacting the privacy, confidentiality, availability, integrity of data, information, information assets and systems (e.g., virus/worm attack, exposure, loss, or disclosure of personal information and/or confidential information, disruption of data or system integrity, and disruption or denial of availability).
- 3.15 **Lasting Connection** – means an ongoing relationship with a YPP where the YPP has committed to a relationship on an ongoing basis.
- 3.16 **Legal Permanency** – means either guardianship or adoption as ordered by the dependency court.
- 3.17 **Non-Relative Families** – means families that are no relation to the child.
- 3.18 **Older Foster Youth** – means children or Youth with an age range of 9-17 years old, who are in the Los Angeles County foster care system.
- 3.19 **Orientation** – means a brief overview of the Contractor’s program for prospective YPP that can be conducted online, individually, or in a group meeting.
- 3.20 **Permanency** – means a stable and unchanging situation for a Youth, whether Legal Permanency or Relational Permanency. Permanency is the goal for all children.
- 3.21 **Permanency Promotion Training** – means in-person or online training on how prospective YPPs will promote and support Youth.
- 3.22 **Permanent Connection** – means a family-like relationship where an adult, who has been a YPP for at least one year, commits in writing to the Contractor their plan to consistently remain in the youth’s life.
- 3.23 **Permanent Family** – means a household where at least one committed adult provides a loving, safe, stable, and secure environment and a lifelong commitment, which includes adoption and legal guardianship.
- 3.24 **Personally Identifiable Information (PII)** – means any information about an individual maintained by an organization or other entity, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- 3.25 **Post Event Conference** – means a phone or in-person conference that takes place after each Connection Event, in which Contractor facilitates a call or a meeting with County Program Manager (CPM), or designated staff, to discuss the Youth who were in attendance.
- 3.26 **Pre-Service Training** – means a series of classes designed to prepare families to become a Resource Parent.
- 3.27 **Prospective Youth Permanency Partner (YPP)** – means an individual or family that is in the process of becoming a YPP.
- 3.28 **Protected Health Information (PHI)** – means any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity) and can be linked to a specific individual.
- 3.29 **Relational Permanency** – means relationship or a long-lasting non-legal connection between a Youth and a caring adult who provides a permanent, parent-like connection for that Youth.
- 3.30 **Resource Parent/ Resource Family** – means one or more people of a family unit that have an approved family assessment either by DCFS or a Foster Family Agency and are therefore approved by DCFS to take kin and unrelated children as needed for placement.
- 3.31 **Short-Term Residential Treatment Centers** – means group homes that will provide short-term, specialized, and intensive treatment and will be used only for children whose needs cannot be safely met in a family setting.
- 3.32 **Support** – means methods that the Contractor can utilize to reach out and support prospective and approved YPPs, starting from the initial point of contact when a family states its interest in becoming a YPP through the period in which a YPP and foster Youth are in a Connection Match. Support can include, but is not limited to: assistance with applications, monthly outreach calls to prospective or approved YPP to offer assistance and for status updates, and additional linkage or resources, as needed.
- 3.33 **Youth Permanency Partners (YPP)** – means adults at least 25 years' old who are volunteer mentors and make a commitment to visit the Youth at least two times each month, which may include overnight visits and are approved by CSWs that report to the Project Manager.
- 3.34 **YPP Initial Training** – means the required education provided to prospective YPPs that the families must complete before they can be approved as a YPP.

4.0 COUNTY'S GENERAL RESPONSIBILITIES

- 4.1 County shall provide a County Program Manager (CPM) or designee to coordinate the delivery of the services of this Contract with the Contractor's Program Director and provide oversight of the contracts with subcontractors.
- 4.2 CPM or designee shall have authority to monitor Contractor performance in the day-to-day operation of this Contract.
- 4.3 CPM shall provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.
- 4.4 CPM is not authorized to make any changes in the terms and conditions of this Contract or the contracts of the subcontractor. CPM is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.
- 4.5 CPM may, at his or her sole discretion, direct the Contractor to remove any personnel doing work on this Contract who have performed acts that are detrimental to the safety and well-being of the YPP participant.
- 4.6 CPM shall approve the Contractor's required reports.
- 4.7 The DCFS Resource Family Support and Permanency Division that is responsible for adoptions will be responsible for conducting Live Scans (criminal background checks), child abuse clearances, and YPP assessments for prospective YPPs. With CPM approval, a YPP assessment may be completed by a Foster Family Agency.
- 4.8 County shall provide transportation for all Youth to the first Connection Event.
- 4.9 County shall only provide the Youth's transportation for the youth the first time the youth attends a Connection Event. After the youth's first event, Contractor shall provide transportation for the Youth to and from the Connection Events. Contractor shall identify drivers for the Youth and contact the Youth and caregivers to ensure transportation to the event is fully arranged and coordinated.

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 5.1 Contractor shall perform all the requirements detailed in this Contract in accordance with the Statement of Work (SOW).
- 5.2 Contractor shall recruit, train, and support Youth Permanency Partners (YPP), who will mentor and support Older Foster Youth per this contract.

- 5.3 Contractor shall ensure that YPPs have been approved by the County before they are matched with a Youth.
- 5.4 Contractor shall have sufficient paid and volunteer staff to meet the needs of the program.
- 5.5 Contractor shall ensure that all volunteers, including YPP shall not spend any time alone with any of the Youth without prior to written approval from the CPM or designee. This can be via email or text.
- 5.6 When submitting the YPP application to DCFS, Contractor shall submit the following completed documents to the CPM or designee:
 - 5.6.1 Release of information allowing DCFS to review the prospective YPPs documents. Contractor shall create a template for this and have it approved by the CPM or designee.
 - 5.6.2 Copy of current driver's license, proof of current auto insurance, vehicle registration, and proof of enrollment in First Aid/CPR.
- 5.7 Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

6.0 CONTRACTOR'S STAFF

- 6.1 Contractor shall assign a Contract Program Director (CPD) to ensure that all of the contract deliverables are being met.
 - 6.1.1 CPD shall effectively communicate in English, both orally and in writing.
 - 6.1.2 CPD shall be available to the CPM by phone or email during business hours. CPD, or designee, shall be responsible for responding to the inquiries from the CPM by the next business day.
 - 6.1.3 CPD shall ensure the deliverables are being met and oversee the administration of the program.
 - 6.1.4 Minimum Qualifications:
 - 6.1.4.1 CPD shall have a Bachelor's degree, in any field, and at least three years of experience within the last five years heading a mentorship program for adults with Older Foster Youth, or a program that includes finding Legal and Relational Permanency for the Youth that includes adult volunteers working with Youth.

- 6.1.4.2 CPD shall have three years of experience within the last five years working with the Los Angeles County Child Welfare System.
- 6.2 Contractor shall have a full-time YPP Program Manager (PM) to oversee the daily operations of the program.
 - 6.2.1 Minimum Qualifications:
 - 6.2.1.1 Shall have at minimum, a Bachelor's degree in Social Work, Psychology, or a related field.
 - 6.2.1.2 Shall have at least two years of experience within the last five years outreaching to and supporting that are involved with or want to be involved with a program that includes Older Foster Youth.
 - 6.2.1.3 Shall have at least two years of experience within the last five years working in programs that included Older Foster Youth.
 - 6.2.1.4 Shall have experience working with or in a County Child Welfare System.
 - 6.2.1.5 Shall be able to effectively communicate in English, both orally and in writing.
- 6.3 Contractor shall have a YPP Family Support Worker who work at minimum 20 hours per week providing ongoing support to Older Foster Youth and approved and prospective YPPs.
 - 6.3.1 Minimum Qualifications:
 - 6.3.1.1 Shall have a minimum of two years of experience within the last five years supporting Older Foster Youth and families.
 - 6.3.1.2 Shall have the ability to respond to the YPP and provide emotional support and guidance as requested by the YPP.
 - 6.3.1.3 Shall have at minimum, a Bachelor's degree in Social Work, Psychology or a related field.
 - 6.3.1.4 Shall be able to effectively communicate in English, both orally and in writing.

SECTION C – SERVICE DESCRIPTION

7.0 TARGET POPULATION

- 7.1 The target population for the YPP program is Older Foster Youth, ages 9 to 17, who are in need of an adoptive family, legal guardian, or a Lasting Connection. These are Youth that have had Family Reunification Services terminated by Dependency Court. The Youth may be living in foster families, group homes or Short-Term Residential Treatment Centers.
- 7.2 The target population are youth, between the ages of 9-17, identified and referred to the YPP program by the CPM or designee. The CPM or designee will determine if a youth is appropriate for the YPP program and then refer the youth to the Contractor.

8.0 SCOPE OF WORK

The goal of this program is develop Youth Permanency Partners (YPPs) that will mentor older youth and help those youths find permanency or permanent connection.

8.1 REFERRAL TO THE YPP PROGRAM

8.1.1 Referral of Youth

CPM or designee shall refer the Youth to the Contractor by submitting names and other non-confidential, but relevant information to the Contractor.

8.1.1.1 Contractor shall only accept referrals of youth from the CPM or designee. The CPM will determine if a youth is appropriate for the YPP program and then refer the youth to the Contractor and provide information including but not limited to: 1) The name, gender, date of birth, and the caregivers contact information, 2) The contact information of the services Children's Social Worker and the adoptions Children's Social Worker (if there is one), and 3) Any relevant history, behavior or medical challenges of the youth that are necessary for the Contractor to know in order to keep the youth emotionally and physically safe at events and to appropriately assist in matching them to a YPP.

8.1.1.2 Once a youth is in the program, Contractor shall have contact with the youth at least to times each month.

8.1.2 Referral of prospective YPP

8.1.2.1 Contractor is responsible for insuring that there are a sufficient number of prospective YPP to meet the number requirements listed in this section for training, attending the Connect Events, and matching.

8.1.2.2 Contractor shall identify which prospective YPPs will attend the Connection Events.

8.1.2.3 Contractor shall also include any prospective adoptive families that are referred through DCFS or Foster Family Agencies in the connection events. If there are too many families identified for the event, the Contractor shall consult with the CPM to determine which prospective and approved YPPs shall be invited to attend the upcoming event.

8.2 During the term of this Contract, Contractor shall provide to prospective and/or approved YPPs orientations, trainings, Connection Events, Connection Meetings and Support consistent with this Statement of Work, and the terms of the Contract.

8.3 CPD or designee shall attend all meetings as arranged by the CPM. Contractor shall be provided at least 5 business days' notice by the CPM.

8.4 Contractor shall obtain approval from the CPM of all protocols and procedures developed within the first 60 calendar days after the contract start date of the contract.

8.5 Orientations and Application:

8.4.1 Contractor shall facilitate YPP orientations that present an overview of the program and how it works, explain what it means to be a YPP, details roles and responsibilities of a YPP, information about Youth in foster care, and explain the application process to become a YPP.

8.4.2 All materials used for the Orientations must be reviewed and approved by the CPM within 30 days of receipt of the contract.

8.4.3 Contractor shall notify the prospective YPP that they will be volunteer mentors who can help the Youth with their academic, well-being, and life skills as needed, as well as advocate finding a Permanent Family for the Youth.

8.4.3.1 YPP must make a minimum of a one-year commitment to participate as a YPP.

8.4.3.2 YPP may extend the one-year commitment with the approval of the CPM.

8.4.3.3 YPP must make a commitment to visit the Youth at least two times each month, which may include holidays and school vacation. These visits are mainly on weekends.

8.4.3.4 YPP may schedule overnight visits with the consent of the CSW or CPM or CPM designee.

8.4.4 Contractor shall conduct a minimum of two orientations for prospective YPPs per month via online or in person to a group or an individual.

8.4.4.1 Contractor shall provide an orientation to a minimum of 5 prospective YPPs each month.

8.4.5 Contractor shall ensure a minimum of 25 YPPs per contract year who complete one orientation, the application packet and are approved to become YPPs.

8.4.5.1 The application packet shall include: application, driver's license, proof of current automobile registration and insurance, proof of CPR/First Aid certificate (no more than two years old), copy of YPP training certificates.

8.5 Training:

8.5.1 YPP Initial Training

8.5.1.1 All training materials shall be developed by the Contractor and provided and approved by the CPM within the first 60 days after the contract start date.

8.5.1.2 Contractor shall provide in-person, County approved YPP Initial Training, within the first 90 calendar days after the contract start date to prospective YPP.

8.5.1.3 YPP Initial Training shall include the following elements: attachment issues, trauma, loss and grief, and how a child's life is impacted being in foster care.

8.5.1.3.1 Training must be provided by a trainer that has a minimum of a Bachelor's degree in Social Work, Psychology or a related field and a minimum of two years of experience providing training to adults working with Foster Youth.

8.5.1.4 Each YPP Initial Training shall consist of a minimum of 10 hours in-person training carried out over a minimum of two days.

- 8.5.1.5 Contractor shall provide the 10-hour YPP Initial Training at a minimum of once a month to new prospective YPPs. Prospective YPPs must complete one of the 10-hour sessions prior to being assessed by DCFS.
- 8.5.1.6 Contractor shall ensure a sufficient number of prospective YPPs complete the YPP Initial Training or complete County or Foster Family Agency Resource Family Approval Pre-Service training in order to ensure the minimum of 25 approved YPPs.
- 8.5.1.7 If the prospective YPP has completed Pre-Service Training through the County or a Foster Family Agency, they do not need to complete the YPP Initial Training.

8.5.2 Permanency Promotion Training

- 8.5.2.1 Contractor shall provide County approved Permanency Promotion Training within 60 calendar days after the contract start date.
- 8.5.2.2 Permanency Promotion Training shall train prospective YPPs in their roles and responsibilities as an advocate.
- 8.5.2.3 Each Permanency Promotion Training shall be at a minimum, two hours long and can be conducted online or in-person.
- 8.5.2.4 Contractor shall provide a Permanency Promotion Training at a minimum of once a month.
- 8.5.2.5 Contractor shall ensure all prospective YPPs complete the training one time.

8.6 Connection Events:

- 8.6.1 Contractor is responsible for organizing and facilitating Connection Events.
- 8.6.2 Contractor shall ensure that all Connection Event logistics are pre-approved by DCFS at least 30 days prior to each event.
- 8.6.3 Contractor shall organize a minimum of 10 Connection Events per Contract year.
- 8.6.4 Contractor shall organize and facilitate a minimum of six large interactive Connection Events that shall have a minimum of 20 Youth referred by DCFS and 25 prospective or approved YPPs; and four

smaller interactive Connection Events that have a minimum of eight Youth referred by DCFS and 10 prospective or approved YPPs

- 8.6.5 Contractor shall receive CPM approval prior to the Connection Event, if the minimum number of perspective or approved YPPs is not going to be present at the event.
- 8.6.6 Contractor shall ensure that Connection Events be youth-centered and include interactive activities that promote positive interactions.
 - 8.6.6.1 Contractor shall ensure that the Connection Events are at various locations that will give Youth a variety of experiences and will promote interactions between the Youth and the YPP.
- 8.6.7 Contractor shall provide sufficient staff at all Connection Events to ensure the safety of all Youth.
- 8.6.8 Connection Event venues shall be compliant with Americans with Disabilities Act.
- 8.6.9 Connection Events shall be on the weekends unless approved by the CPM.
- 8.6.10 Connection Events shall be a minimum of two hours in length.
- 8.6.11 Contractor shall arrange food and beverages from a vendor approved by CPM at all Connection Events for the Youth and adults.
- 8.6.12 Transportation:
 - 8.6.12.1 Contractor shall verify with the CPM or designee that: 1) DCFS has approved an adult to drive the Youth and verified that the adult has passed the Live Scan clearance, 2) the adult is an approved Resource Parent before allowing the adult to drive the Youth to their destination, or 3) the adult is an approved YPP.
 - 8.6.12.2 Contractor shall ensure that every driver is familiar with and observes all State of California Vehicle Codes and local traffic rules and ordinances. The law requires drivers and passengers to use available safety belts at all times when driving. Hands-free driving is a State law, which prohibits texting and using cellular phone without a hands-free device while driving. Drivers shall drive vehicles in a safe and responsible manner.
 - 8.6.12.3 Contractor shall develop an application for drivers approved by the CPM and ensure that all drivers have

submitted the application, have a valid driver's license, automobile insurance, and automobile registration. Contractor shall submit the required documents (driver's license and auto insurance) for each driver to County and receive approval from CPM prior to driving the Youth.

8.6.12.4 Contractor shall ensure that all drivers complete a minimum of five hours of the 10-hour YPP Initial Training referred to in Section 8.5.

8.6.12.4.1 Contractor shall consult with the CPM as to which 5 hours of the 10-hour Initial Training the drivers would need to complete.

8.6.12.4.2 If a prospective driver has either a Licensed Foster Parent certificate or a Resource Family Approval certificate, Contractor shall obtain copies of the certificates from the prospective driver and can exempt from taking the 5-hour training. (Note: being approved as a driver does not mean that the adult is approved as a YPP).

8.7 Post Connection Event Surveys:

8.7.1 Contractor shall design and distribute a CPM approved questionnaire to gather information on the Youths' and YPPs' perception of the Connection Events to determine the effectiveness of the events.

8.7.2 Contractor shall provide questionnaires for the Youth that include questions as to whether the Youth met a prospective or approved YPP whom they would like to see again and get to know better.

8.7.3 Contractor shall provide questionnaires for the YPP that include questions as to whether the YPP met any Youth they would like to get to know better, be matched with, or adopt

8.7.4 Contractor shall keep all the original responses to the questionnaire in hard copy or electronic format and make them readily available upon CPM's request.

8.7.5 Contractor shall prepare an Event Summary Matrix Report based on the YPPs and Youths' responses and send the report to CPM within five business days after each event.

- 8.8 Contractor shall arrange and facilitate a Post Event Conference call or meeting with CPM, or designee, within ten business days after each Connection Event, on a non-holiday weekday.
- 8.9 Connection Match:
- 8.9.1 Contractor shall make a request to the CPM to formalize a Connection Match once an approved YPP wishes or agrees to be mentored by the YPP and the youth wishes to or agrees to be mentored by that YPP.
- 8.9.2 Contractor shall have monthly telephone conferences with the CPM or designee and gain approval from the CPM before making any matches. Contractor shall create and maintain a tracking log of all monthly telephone conference and the outcomes from these conferences.
- 8.9.3 Contractor shall ensure that the youth and the YPP attend a minimum of three Connection Events before submitting a request for a YPP match to the CPM. Contractor shall keep a log of the YPP and youth attendance at events to verify that they each attended a minimum of three events before being matched.
- 8.10 Connection Meeting:
- 8.10.1 Contractor shall create YPP Connection Agreement form outlining the roles and responsibilities of the YPP, the caregiver, and the Contractor for Connection Matches and obtain CPM approval of the agreement within 60 days of the start of the contract.
- 8.10.2 Contractor shall arrange and coordinate a Connection Meeting as specified below:
- 8.10.2.1 Prior to the Connection Meeting, Contractor shall identify and verbally remind the youth, caregiver, YPP and CSW that the Connection Meeting date marks the start of the YPP one-year commitment to the Youth.
- 8.10.2.2 Contractor shall invite and ensure that the caregiver, Youth, YPP, CSW (whenever possible), and YPP Family Support Worker (or CPD) attend the Connection Meeting.
- 8.10.2.3 Contractor shall arrange and hold the Connection Meeting at the Youth's residence.
- 8.10.3 At the beginning of the Connection Meeting, Contractor shall ensure that Contractor introduces the YPP as a new member of the Youth's team and describe the roles and responsibilities of the YPP to all those attending the Connection Meeting.

8.10.4 Also at the beginning of the Connection meeting, contractor shall explain to the participants in the Connection Meeting the following information: 1) What the Youth can expect from the YPP; 2) How the YPP will work with the Youth's caregiver; 3) What to do during an emergency situation; 4) Medication regime for the Youth, if any; 5) Visitation policies, best days to visit, frequency of day and overnight visits; 6) Interest in adoption, if applicable; and 7) Attendance at Connection Events.

8.10.4.1 Contractor shall insure that all the above information is included in the YPP Connection Agreement along with the elements listed in 8.10.2.1.

8.10.5 Contractor shall complete the Connection Agreement at the Connection Meeting and provide a copy of the signed agreement to the CPM within 5 calendar days of the Connection Meeting.

8.10.5.1 The YPP Connection Agreement form shall include the following elements:

8.10.5.1.1 YPP agrees to be the Youth's YPP for a minimum of one year.

8.10.5.1.2 YPP agrees to arrange visits through the caregiver and see the Youth at least twice a month.

8.10.5.1.3 YPP understands that overnight visits are with the consent of the Services or Adoption CSW and the caregiver and are to be arranged ahead of time with the caregiver.

8.10.5.1.4 YPP agrees to provide a safe environment for the Youth at all times and ensure that the Youth wears a seat

8.10.5.1.5 YPP agrees to contact the Child Protection Hotline at (800) 540-4000, the Contractor, and the caregiver for any emergencies.

8.10.5.1.6 YPP agrees to give the Youth any prescription medication as needed and given to them by the caregiver.

8.10.5.1.7 YPP agrees to not leaving the Youth alone with any other adults while in the YPP's care.

8.10.5.1.8 YPP agrees not to use illegal, illicit, or recreational drugs (even if legal) or smoke cigarettes, or consume alcohol, in the presence of the Youth.

8.10.5.1.9 For the first year, YPP agrees to report back to the Contractor in writing via email, within 5 calendar days, as to how the visit went and if there were any problems, concerns or challenges with the visit.

8.10.5.1.10 After one year, the YPP does not have to provide reports on visits and may continue the YPP relationship indefinitely with the consent of the services or adoption CSW in order to be a positive adult connection in the youth's life and to help the youth reach permanency if that remains the youth's plan.

8.10.5.1.11 The Caregiver agrees to work with the YPP to arrange visits.

8.10.5.1.12 The YPP agrees to transport the youth to Connection Events to meet prospective adoptive families when determined appropriate by the Contractor.

8.10.6 Contractor shall ensure that the YPP and caregiver share each other's contact information.

8.10.7 Contractor shall ensure that the YPP receive the CSW contact information.

8.10.8 Contractor shall maintain contact with the YPP at minimum two times a month, and provide proof to CPM upon request, throughout one-year commitment and shall notify the CPM of any problem with the visits.

8.10.9 Contractor shall ensure that all parties in attendance sign the YPP Connection Agreement indicating that they fully understand the roles and responsibilities of the YPP, the caregiver, and Contractor.

8.10.10 Contractor shall ensure that a minimum of 12 Youth per contract year have a YPP to support, mentor, and advocate for them.

8.10.11 Contractor shall work with County to identify Legal Permanence for the youth. Contractor shall work with County to identify Legal Permanence for a minimum of 20 percent (20%) of the Youth that participate in the program.

8.11 Support:

8.11.1 Contractor shall provide Support to prospective YPPs and approved YPPs as they go through the approval process, as well as after the County approves them.

- 8.11.2 Contractor shall contact the prospective YPPs and approved YPPs either in-person, via telephone, text, or e-mail at minimum of twice a month for as long as they are in the program and participating in events.
- 8.11.3 Contractor shall have contact with the YPPs twice a month during the first year they are in a YPP match with a Youth.
- 8.11.4 Contractor shall, during the first year of the YPP match, review all written reports provided by the YPP after visits and notify the CPM within 2 business days if there were problems or concerns. Contractor shall develop a tracking log that indicates that they have received the YPP written reports for that month and that they have reviewed them.
- 8.11.5 Contractor shall notify the YPP that after the first year of the YPP match, the YPP no longer has to report on each visit.
 - 8.11.5.1 Contractor shall have monthly contact with the YPP by telephone or email If the youth is still in the YPP program and attending Connection events to meet prospective adoptive families. Contractor shall document the contact, and make the contacts available upon request by the CPM.
- 8.12 Contractor agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of Contractor, and therefore, Contractor shall have no claim against the County.

SECTION D – SERVICE REPORTS

9.0 REPORTS

9.1 Monthly Reports:

9.1.1 Contractor shall provide to the CPM, or designee, a monthly report of activities and include all documents or reports, such as expense receipts and staff hourly reports, to support its monthly invoices. Staff hourly reports shall be signed and dated, and the expense receipts shall have time stamps and enough details to support the transactions.

9.1.2 The monthly report shall be provided within 5 business days of the last day of the previous month.

9.2 Contractor shall provide bi-annual and annual reports.

9.3 Bi-annual Report:

9.3.1 The bi-annual report shall be submitted electronically on or before the 10th day of the sixth month from the execution date of this Contract.

9.3.2 The format of the bi-annual report shall be designed by the Contractor and pre-approved by the CPM.

9.3.3 The bi-annual report shall include:

- 1) List of prospective YPPs that attended the Orientations;
- 2) List of prospective and approved YPPs that the Contractor supports (including the method and frequency);
- 3) List of prospective YPPs that complete the Initial training and the Permanency Promotion Training, including dates and locations as detailed in Subsection 8.5
- 4) List of prospective and approved YPPs and prospective adoptive families that attended Connection Events;
- 5) List of Youth that attended Connection Events;
- 6) List of Youth that have been matched with a YPP; and
- 7) List of Youth who have been matched for adoption, guardianship, or an adult who has committed in writing to being a Lasting Connection for the Youth when they exit the

foster care system.

9.4 Annual Report:

9.4.1 The annual report shall include the same items listed as the bi-annual report. The annual report shall cover the whole Contract year.

9.4.2 The format of the annual report shall be designed by the Contractor and pre-approved by the CPM.

9.4.3 The annual report shall be submitted electronically within twenty business days after the last day of the Contract year and include the following information for the Contract year.

- 1) List of prospective YPPs that attended the Orientations;
- 2) List of prospective and approved YPPs that the Contractor supports, which would include the method and frequency of support;
- 3) List of prospective YPPs that complete the trainings detailed in Subsection 8.5 (clearly identify the trainings that prospective YPP complete);
- 4) List of prospective and approved YPPs and prospective adoptive families that attended Connection Events;
- 5) List of Youth who attended Connection Events;
- 6) List of Youth who have been matched with a YPP; and
- 7) List of Youth who have been matched for adoption, guardianship, or an adult who has committed in writing to being a Lasting Connection for the Youth when they exit the system.

9.5 Contractor shall maintain and make available to CPM upon request all program and client records as follows:

9.5.1 List of all individuals that attended an orientation, including dates and locations.

9.5.2 List of all individuals that attended training, including dates and locations.

9.5.3 Sign-in sheet for all individuals who attended Connection Events, including dates and location.

- 9.5.4 Sign-in sheet for all Youth who attended Connection Events, including dates and location.
 - 9.5.5 Copies of all Connection Meeting Agreements, including dates and locations of the meetings.
 - 9.5.6 List of families considering adoption of an Older Foster Youth.
 - 9.5.7 List of prospective YPPs for the Youth.
 - 9.5.8 Record of Contractor contact attempts with approved YPPs and prospective YPPs.
 - 9.5.9 Contractor shall maintain copies of all valid driver's licenses and provide them to CPM upon request.
- 9.6 The format of Contractor reports and subsequent revisions thereto, shall be submitted in an electronic format (e.g., Microsoft Excel, pdf). Contractor shall submit the draft format of the report to the CPM for approval 10 days prior to the due date of the first report.

SECTION E – QUALITY ASSURANCE PLAN

10.0 QUALITY ASSURANCE PLAN

- 10.1 Contractor shall establish and utilize a comprehensive Quality Management Program and Plan within the first 60 days of after the contract start date, including Quality Assurance and Quality Improvement processes, to ensure the required services are provided at a consistently high level of service throughout the term of the Contract.
- 10.7 The QAP shall be effective within the first 60 days after the Contract start date and shall be updated as changes occur and resubmitted to CPM for review and approval
- 10.2 Contractor shall produce and implement, within the first 60 days after the contract start date, a Quality Assurance Plan (QAP) to monitor and evaluate its performance and ensure that Contract requirements are met.
- 10.3 The QAP shall be submitted to CPM for review and approval within the first 60 days after the Contract start date and as changes occur.
- 10.5 The QAP shall include activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
- 10.6 Contractor shall make changes to the QAP upon written request from the CPM. Changes shall be submitted within five business days of the request.
- 10.8 Contractor shall incorporate the use of a Performance Requirements Summary, in its QAP and ensure 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.
- 10.9 Contractor shall ensure that professional paid staff rendering services under the Contract have the necessary prerequisites.
- 10.10 Contractor shall include a plan in the QAP to ensure uninterrupted service in the event of a strike by County or Contractor's employees or other potential disruption in service.
- 10.11 Contractor shall maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.

11.0 QUALITY ASSURANCE MONITORING

- 11.1 CPM or other personnel authorized by the County, shall monitor Contractor's performance under this Contract using the QAP specified in this SOW. All monitoring shall be conducted in accordance with Section 8.19, County's Quality Assurance Plan, of the Contract.
- 11.2 Contractor shall make sufficient efforts to identify and prevent deficiencies in the quality of service before the level of performance becomes unacceptable.
- 11.3 Contractor shall: 1) within one business day, notify CPM of any difficulty, problem, or incidents that may affect or delay the progress or completion of work; and 2) work with CPM to resolve such issues to avoid further problems.
- 11.4 Contractor shall take the necessary corrective actions when either party of this Contract identifies a deficiency in performance or procedures.
- 11.5 Contractor shall respond to CPM when they are noticed by CPM by phone, email, written notice or User Complaint Report (UCR), within two business days that service delivery is deficient or Contract requirements are not met.
- 11.6 Contractor shall work with CPM to resolve any issues that emerge regarding Contractor's performance, and shall have all non-emergent issues resolved within thirty days of notification of the issue by the CPM unless otherwise agreed by both parties of this Contract.
- 11.7 Contractor shall provide a record of all their corrective actions, date problem was first identified, clear description of problem and the number of days or hours between the date they identified the issue and the date they took corrective action to resolve the issue.
- 11.8 If Contractor's performance requirements are not met or deficiencies are not effectively corrected on time, the CPM may call Contractor, or send Contractor a User Complaint Report, or both. Contractor shall respond to a call within 72 hours and respond to a UCR within 24 hours of receipt. All performance requirement issues shall be reported to the CPM.

12.0 MATERIALS AND EQUIPMENT

- 12.1 CONTRACTOR shall purchase and provide all materials or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall provide materials and equipment needed to render the Contract services.

13.0 GREEN INITIATIVES

- 13.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

14.0 DATA COLLECTION

- 14.1 Contractor shall collect, manage, and submit data as directed by the County to demonstrate outcomes inclusive of the new guidelines set forth by DCFS. Contractor shall work with the County to develop and implement tracking systems which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments. Contractor shall perform data entry to support these activities.
- 14.2 Contractor shall: (a) use County data and information set forth in this Agreement and otherwise for the purposes or projects approved by the County; (b) ensure individual anonymity and adhere to the mandates for confidentiality; (c) not disclose or disseminate any sensitive/confidential information including Personally Identifiable Information (PII), Protected Health Information (PHI) and Medical Information (MI) to the public; (d) implement reasonable and adequate measures and safeguards to protect and preserve the privacy, confidentiality, availability and integrity of County data and information (electronic or hard copy); and (e) implement reasonable and necessary measures to 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 by any cause (manmade and natural); and (f) Comply with all applicable federal, State, local, and County data and information protection rules, laws, regulations, mandates, ordinances, standards, best practices, guidelines, directives, policies, and procedures including California Civil Code Section 1798.82, California Penal Code Section 502, and Los Angeles County Board of Supervisors Policy Manual Chapters 3 (3.040 - Records Management and Archive of County Records), 5 (5.200 - Contractor Protection of Electronic County Information) and 6 of County's Policy Manual, which can be accessed at [consthttps://library.municode.com/ca/la_county_bos/codes/board_policy](https://library.municode.com/ca/la_county_bos/codes/board_policy).
- 14.3 Contractor shall obtain CPM's prior written permission to use County's data and information for any other purpose or project described in this Agreement.
- 14.4 Contractor shall adequately secure and encrypt all County's electronic data and information while at storage (e.g., servers, workstations, portable/mobile devices, wearables, tablets, thumb drives, external hard drives, etc.) using Advanced Encryption Standard (AES) with a minimum cipher strength of 256-bit in accordance with: (a) Federal Information

Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

- 14.5 Contractor shall transfer and transmit data and information securely via online methods such as secure file transfer (SFTP) software, encrypted email or using encrypted magnetic or optical media. The Contractor and County shall determine the transfer method appropriate for the Project. All transmitted data and information must be encrypted using the latest stable version of Secure Sockets Layer (SSL)/Transport Layer Security (TLS) with a minimum cipher strength of 128-bit in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application–Specific Key Management Guidance.
- 14.6 Contractor shall return or destroy thoroughly and irretrievably all County data and information in any form, format or medium upon termination of this Agreement. County data and information (electric and hard copy) must be properly purged, cleared, shredded, sanitized or destroyed in fashion that it is rendered unusable, unreadable, or indecipherable to unauthorized individuals consistent with National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization. Contractor shall provide proper and satisfactory proof of proper destruction and sanitization of County data and information within ten (10) business days of data destruction.
- 14.7 Contractor shall provide the County within ten (10) business days of its request, a certification that certifies and validates compliance with the encryption standards set forth above.
- 14.8 Contractor shall provide notice to County Program Manager and DCFS Chief Information Security Officer (CISO) upon discovery or reasonable belief of an Information Security Incident, Data Beach or unauthorized access, exposure, acquisition, disclosure, compromise, loss of County data and information.

15.0 PROGRAM OUTCOMES

- 15.1 Contractor shall adhere to the measures specified in Performance Requirements Summary.
- 15.2 Contractor shall design an evaluation tool to collect and track the deliverables in the SOW.

PROGRAM OUTCOME SUMMARY		
PROGRAM: YOUTH PERMANENCY PARTNERS SERVICES		
OUTCOME GOALS: Permanency		
OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Older Youth will have an identified Permanent Family or Lasting Connection.	12 Youth in the program will have either a Permanent Family or Lasting Connection per contract year.	Contractor shall keep data on all Youth that attend events and any matches with YPP or prospective adoptive families that attend the events.

Place holder for pricing schedule



Place holder for Contractors' Proposed Schedule

11 COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

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. _____

Facsimile: 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. _____

Facsimile: 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. _____

Facsimile: 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:	<hr/> <hr/> Click or tap here to enter text.
Facsimile:	<hr/> <hr/> Click or tap here to enter text.
E-mail Address:	<hr/> <hr/> Click or tap here to enter text.

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

Sole Source Justification

YOUTH PERMANENCY PARTNERS

1. What is being requested?

The Department of Children and Family Services (DCFS) requests the Board's approval to execute a contract for Youth Permanency Partners (YPP) services with Kidsave International, Inc. (Kidsave), effective July 1, 2024 to June 30, 2025, with one additional renewal option from July 1, 2025 to June 15, 2026.

On November 3, 2023, the CDSS approved FFS funds for Home-Based Foster Care General Fund Planning Allocation for one-time funding to support children and youth placed in out-of-home care. Kidsave was approved by CDSS to provide the services under YPP, utilizing the FFS funds. The FFS funds will expire on June 30, 2026. Due to the lengthy process of soliciting a new RFP, which will not allow sufficient time for the development of a new RFP, and limited time available to utilize the FFS funds, DCFS is requesting Board approval for a sole source contract with Kidsave.

Total Cost:

The total cost of the contract, including the optional year is \$400,000, using State Flexible Family Support (FFS) funding.

2. Why is the service needed – how will it be used?

The recommended actions will allow Kidsave to fulfill DCFS' strong commitment to the well-being and permanency of foster youth. Currently, over 3,000 foster youth are in long-term foster care. Approximately 33 percent are between the ages of 10 and 17. Each year approximately 1,000 youth exit care without a permanent family or connection. In order to reduce the negative outcomes associated with youth exiting care without permanency such as incarceration and homelessness, DCFS is seeking a program that will increase the likelihood that the youth will have a permanent connection and exit foster care with some form of permanency.

Kidsave is the only program that has hosts approved to take a youth overnight two weekends a month, and are specifically trained to provide adoption advocacy on behalf of the youth they are hosting.

Many older youth, who need a family, are not open to adoption and refuse to participate in adoption recruitment events. Kidsave is the only program that provides events not identified as an adoption event, but allows youth to meet families that want to be a permanent connection. Many times, once the youth knows the family, they become more open to adoption.

The program is designed to increase permanency for older foster youth, ages 9-17, by having the YPPs interact and engage with the youth and once matched with them, the YPPs will be a permanent placement and/or permanent connection for the youth. YPPs help the youth with their academics, well-being and life skills as needed.

3. Is this brand of product the only product the only one that meets the user's requirements?

Kidsave was the only agency to submit a proposal that met the qualifications in a Request for Proposals (RFP) that was released in 2019. Due to budget cuts during the COVID-19 pandemic, the RFP was cancelled. On November 3, 2023, the California Department of Social Services (CDSS) approved the use of FFS funds to enter into a sole source contract with Kidsave. Due to the expiration of FFS funds in 2026, the department does not have time to process a new RFP.

4. Have other products or vendor been considered?

On April 2, 2019, DCFS released a RFP solicitation for YPP services utilizing FFS funding. On December 2, 2019, Kidsave was the only agency to submit a proposal that met the solicitation qualifications. The proposal by Kidsave was reviewed and identified as the recommended contractor; however, due to funding cuts during the COVID-19 pandemic, the RFP was cancelled. Furthermore, on November 3, 2023, CDSS approved FFS funds for Home-Based Foster Care General Fund Planning Allocation for one-time funding to support children and youth placed in out-of-home care. Kidsave was approved by CDSS to provide the services under YPP, utilizing the FFS funds. The FFS funds will expire on June 30, 2026, which does not allow sufficient time for a new RFP.

Kidsave has been working with DCFS since 2005, facilitating monthly connection/matching events with youth and families, which has resulted in finding adoptive families and permanent adult connections for some of our most challenging youth in need of permanency.

5. Will purchase of this product avoid other costs?

These actions will enable DCFS to provide: 1) Support; 2) Monthly event opportunities for families and youth to interact and connect; and 3) Match adults with youth ages 9-17 who will volunteer to be the child's YPP in an effort to increase the number of prospective adoptive families and create lasting connections for older youth.

6. Is this service available from other providers?

Yes; however, DCFS is not able to solicit for these services due to the near expiration of the FFS funds and the amount of time it would take to complete a full solicitation process. Kidsave is the agency approved by the CDSS to provide this service using the FFS funds.

Kidsave is the only current program that has a host/mentor program specifically for youth who need to be adopted or need a permanent adult connection.

Kidsave is the only program that has experience in facilitating monthly matching events for youth identified as needing a permanent family, where the youth and families interact together.

7. Reasonableness of price. Does County obtain a percentage discount or special discount not available to the private sector?

No

8. What is the dollar value of the existing equipment?

N/A

9. Is this service the only one that meets the user's requirements?

No, DCFS is not able to solicit for these services due to the expiration of the FFS funds. Kidsave is the agency approved by the CDSS to provide this service using the FFS funds.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/8/2024		
BOARD MEETING DATE	6/4/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Children and Family Services		
SUBJECT	The Department of Children and Family Services (DCFS) requests the Board's approval to execute contracts with Penny Lane Centers and the Los Angeles LGBT Center for the provision of Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning, Intersex, Asexual, Two-Spirit+ (LGBTQIA2S+) Tailored Services.		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The contract execution date is effective July 1, 2024 through June 30, 2025.		
COST & FUNDING	Total cost: \$3,200,000	Funding source: 100% Local funds	
	TERMS (if applicable): The term of the contracts will be effective July 1, 2024 through June 30, 2025, for the initial year, with the option to extend for two one-year periods from July 1, 2025 to June 30, 2027.		
	Explanation: The Maximum Contract Sum of each contract will be \$400,000 for each Service Planning Area (SPA), with a total of eight SPAs, for a maximum annual program budget of \$3,200,000, and if all optional extensions are exercised, the maximum anticipated expenditure for the LGBTQIA2S+ Tailored Services is \$9,600,000.		
PURPOSE OF REQUEST	The execution of contracts will allow services to continue without interruption by awarding two new replacement contracts as a result of the Request for Proposals (RFP).		
BACKGROUND (include internal/external issues that may exist including any related motions)	On February 15, 2022, the Board adopted a Board Letter to execute new contracts for a pilot to provide LGBTQ+ Tailored Services to Youth for a one-year term with one additional option to extend. The option to extend was exercised and the current contracts are set to expire on February 29, 2024.		
	The Board Letter adopted on February 6, 2024, gave delegated authority to the Director of DCFS to extend the current contracts for LGBTQ+ Tailored Services to Youth, for a one-year term. Subsequently, amendments were executed on March 1, 2024, for a contract term of one year through February 28, 2025.		
	On February 26, 2024, DCFS notified the Board of the execution of Amendments Number 2 and 3 to extend the term of the contracts from March 1, 2024 to February 28, 2025.		

	On October 19, 2023, DCFS released a RFP to solicit proposals for tailored services to LGBTQIA2S+ youth, for replacement contracts. The RFP resulted in the recommendation to award two agencies to provide services in Service Planning Areas 1-7.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The LGBTQ+ Tailored Services to Youth program encourages its contractors to address disproportionality when providing FP services. In addition, most, if not all, children and families receiving FP services are part of underserved communities.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The LGBTQ+ Tailored Services program supports the Board priority of Child Protection because services address concerns that disproportionately impact LGBTQ+ children, youth and young adults. These services prioritize the specific and unique needs of our LGBTQ+ population and employ strategies that are culturally responsive, trauma and resiliency informed, and responsive to the lived experiences of LGBTQ+ children and youth in care.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Aldo Marin, Board Liaison, (213) 371-6052 marina@dcfs.lacounty.gov



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020
(213) 351-5602



Board of Supervisors
HILDA L. SOLIS
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JANICE HAHN
Fourth District
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Fifth District

BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

June 4, 2024

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

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACTS TO PROVIDE LESBIAN, GAY,
BISEXUAL, TRANSGENDER, QUEER/QUESTIONING, INTERSEX, ASEXUAL, TWO-
SPIRIT+ TAILORED SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to execute two (2) new contracts for Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning, Intersex, Asexual, Two-Spirit+ (LGBTQIA2S+) Tailored Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to prepare and execute two contracts, substantially similar to Attachment A, with the agencies listed in Attachment B, to provide LGBTQIA2S+ Tailored Services to DCFS supervised youth. The term of the contracts will be effective July 1, 2024 through June 30, 2025, with two one-year extension options until June 30, 2027. The Maximum Contract Sum will be \$400,000 for each Service Planning Area (SPA) served by each agency. The Total Maximum Annual budget is \$3,200,000. The Total Maximum Budget, if all optional extensions are exercised, is \$9,600,000, financed using 100 percent Local funds. The Board and the Chief Executive Office (CEO) will be notified, in writing, within ten business days after execution of the contracts.
2. Delegate authority to the Director of DCFS, or designee, to exercise the two one-year extension options by written notice or amendment, provided that:
a) sufficient funding is available; b) County Counsel approval is obtained; and
c) Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten business days after execution.

"To Enrich Lives Through Effective and Caring Service"

3. Delegate authority to the Director of DCFS, or designee, to execute amendments to make changes to the contract terms and conditions or to increase or decrease the Maximum Annual Contract Sums not to exceed 20 percent, when necessary to meet program needs, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to terminate the contract with Contractors upon their request, and those that are in default of their contract requirements, for contractor default or for convenience of the County, provided that: a) County Counsel approval is obtained prior to termination of the contract; and b) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten business days of such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to address the myriad of concerns affecting LGBTQIA2S+ youth under DCFS supervision by promoting positive health, safety, permanency and well-being outcomes. These services focus on building affirming behaviors in parent(s), caretaker(s), and legal guardian(s) to support healthy family reunification as well as promote safety and post-reunification stability.

This multi-faceted, targeted, holistic, and affirming approach has the potential of saving lives, reducing self-harming behaviors, and promoting the full experience and essence of LGBTQIA2S+ youth. Without the availability of these services, LGBTQIA2S+ youth will continue to live their life without the proper support they deserve to thrive throughout their adolescent and adult life. Through these services, the Department can establish valuable data that will further support program development, establish new resources, and help develop new approaches to better serve the youth.

Since the inception of the LGBTQ+ Tailored Services to Youth demonstration project on March 1, 2022, over 270 LGBTQIA2S+ children, youth and young adults, and their support systems have participated in these affirming services. The second one-year extension with the Los Angeles LGBT Center, Penny Lane Centers and The Help Group began on March 1, 2024, to allow time to complete the solicitation process for an enhanced program. The extension of services provided by the new contracts ensure that LGBTQIA2S+ children, youth, young adults, and their support systems continue to receive affirming services, with a targeted focus on youth presently involved with the child welfare system.

The start date for the new contracts was anticipated to begin on March 1, 2025. However, the Los Angeles LGBT Center and Penny Lane Centers were the only agencies that submitted proposals in response to the solicitation. The current

demonstration project contracts with the Los Angeles LGBT Center and Penny Lane Centers will terminate for convenience on June 30, 2024. The current contract with The Help Group will continue to provide services through September 30, 2024.

The effective date of the new contracts with the Los Angeles LGBT Center and Penny Lane Centers will be July 1, 2024, and will provide sufficient time to supportively transition youth without current child welfare involvement to community-based resources, including those presently provided by the current contracted agencies, while increasing engagement and breadth of services for system-involved youth and the social workers who serve them.

The new contracts will ensure that LGBTQIA2S+ youth and young adults in the child welfare system have the option of participating in services as their full and authentic selves, without the worry, judgement and discrimination of their sexual orientation, gender, and gender expression. DCFS will continue to provide additional engagement opportunities to reinforce the expectation that LGBTQIA2S+ youth and young adults in the child welfare system are safe, experience improved well-being, and thrive.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services support the County's Strategic Plan Goal No. 1, Make Investments That Transform Lives; Focus Area Goal D, Support Vulnerable Populations; Strategy ii. Child Safety and Family Well-Being: Invest in efforts and supports that promote child safety, protection and family well-being using the child welfare continuum of care model, while building out the County's Systems of Care.

FISCAL IMPACT/FINANCING

The Maximum Contract Budget will be \$3,200,000 for the term of July 1, 2024 through June 30, 2025. The Total Maximum Budget if all optional extensions are exercised is \$9,600,000, financed using 100 percent Local funds. Funding is included in the Department's Fiscal Year (FY) 2024-25 budget request, and will be included for subsequent FYs in future budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 21, 2019, the Board directed DCFS to establish an Office of Equity (OOE), and in collaboration with the Department of Public Health, Department of Mental Health, Department of Health Services, Probation Department, and the Department of Public Social Services, to report back to the Board on an overview of the proposed infrastructure and function of an established OOE. The 90-day report back overview included the identification of existing programs, a division manager, and resources necessary and a plan for the development of OOE.

In a subsequent Board Motion dated September 24, 2019, the Board directed the above mentioned County departments to create and implement training for prospective caregivers, caregivers, and providers with DCFS and Probation on LGBTQ+ identity development, providing support, and knowledge of related resources in the community. Additionally, the departments were instructed to create and implement prevention and intervention services that minimize family rejection when such services are necessary.

Since the establishment of the OOE in March 2020, DCFS has been working on implementing the Board approved plan to expand services to LGBTQ+ youth as identified in the June 22, 2021 Board Motion, and has been regularly reporting to the Board with progress reports.

These contracted services are broken into three components: Case Management, Training and Education, and Referrals and Linkages. Case Management involves safety and well-being assessments, prevention, intervention, reunification, therapeutic services, mentorship, and other specific services dealing with life skills, education, etc. The Training and Education component will train staff and educate family members and caregivers on fostering loving and affirming relationships with LGBTQIA2S+ youth. The third component, Referrals and Linkages, provides appropriate linkages to services based on the need of each LGBTQIA2S+ youth ranging from health and medical services to leadership skill development.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply. County employees cannot effectively perform these services because they require the development and utilization of resources that are not available in the County system.

Board Policy 5.120, Authority to Approve Increases to Board Approved Contract Amounts, is applicable to this contract, and an advanced written notice will be provided to the Board of Supervisors at least two weeks prior to the Board Meeting.

The Board Letter was reviewed by County Counsel and the CEO. County Counsel approved the Sample Contract (Attachment A), as to form.

CONTRACTING PROCESS

On October 19, 2023, DCFS released a Request for Proposals (RFP) to solicit proposals to provide tailored services to LGBTQIA2S+ youth. The RFP announcement was posted on the Internal Services Department and DCFS websites. The solicitation was also advertised in eight community newspapers from October 13, 2023 to October 29, 2023. The Virtual Proposers' Conference was held on November 28, 2023, via Microsoft Teams. The proposals were due on December 27, 2023, and seven proposals were received by the due date. The two agencies that submitted proposals were the Los Angeles LGBT Center and Penny Lane Centers to provide services in

Honorable Board of Supervisors
June 4, 2024
Page 5

seven of the eight SPAs. There were no proposals received for SPA 8. During the negotiation process, Penny Lane Centers agreed to provide services for SPA 8.

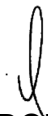
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the current recommendations will allow the Department to: 1) receive uninterrupted LGBTQIA2S+ Tailored Services to underserved LGBTQIA2S+ youth; 2) improve outcomes for LGBTQIA2S+ children and youth in care by connecting them to affirming services; 3) provide support aimed at achieving well-being and safety; 4) address the negative outcomes; and 5) provide qualified child welfare services to the children of the County of Los Angeles.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachments to the Department of Children and Family Services.

Respectfully submitted,



BRANDON T. NICHOLS
Director

BTN:CMM:LTI
CP:MP:bs

Attachments

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

SAMPLE CONTRACT



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

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

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

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS.....	1
1 APPLICABLE DOCUMENTS	2
2 DEFINITIONS	3
2.1 Standard Definitions:	3
3 WORK	5
4 TERM OF CONTRACT	5
5 CONTRACT SUM	5
5.1 Total Contract Sum	6
5.2 Written Approval for Reimbursement	6
5.3 Notification of 75% of Total Contract Sum.....	6
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
5.5 Invoices and Payments	6
5.6 Intentionally Omitted	10
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	10
6 ADMINISTRATION OF CONTRACT - COUNTY.....	11
6.1 County Administration	11
6.2 County’s Project Director.....	11
6.3 County’s Project Manager	11
6.4 County’s Contract Project Monitor.....	12
7 ADMINISTRATION OF CONTRACT - CONTRACTOR	12
7.1 Contractor Administration.....	12
7.2 Project Manager	12
7.3 Approval of Contractor’s Staff	12
7.4 Contractor’s Staff Identification	12
7.5 Background and Security Investigations	12

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

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
7.6 Confidentiality.....	13
8 STANDARD TERMS AND CONDITIONS.....	14
8.1 Amendments.....	15
8.2 Assignment and Delegation/Mergers or Acquisitions.....	15
8.3 Authorization Warranty.....	16
8.4 Budget Reductions.....	16
8.5 Complaints.....	17
8.6 Compliance with Applicable Law.....	17
8.7 Compliance with Civil Rights Laws.....	18
8.8 Compliance with the County’s Jury Service Program.....	19
8.9 Conflict of Interest.....	20
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	21
8.11 Consideration of Hiring GAIN-GROW Participants.....	21
8.12 Contractor Responsibility and Debarment.....	21
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law.....	24
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program.....	24
8.15 County’s Quality Assurance Plan.....	25
8.16 Damage to County Facilities, Buildings or Grounds.....	25
8.17 Employment Eligibility Verification.....	25
8.18 Counterparts and Electronic Signatures and Representations.....	26
8.19 Fair Labor Standards.....	26
8.20 Force Majeure.....	26
8.21 Governing Law, Jurisdiction, and Venue.....	27
8.22 Independent Contractor Status.....	27
8.23 Indemnification.....	28

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

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.24 General Provisions for all Insurance Coverage	28
8.25 Insurance Coverage	32
8.26 Liquidated Damages	34
8.27 Most Favored Public Entity	35
8.28 Nondiscrimination and Affirmative Action	35
8.29 Non Exclusivity	37
8.30 Notice of Delays	37
8.31 Notice of Disputes	37
8.32 Notice to Employees Regarding the Federal Earned Income Credit	37
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	37
8.34 Notices	38
8.35 Prohibition Against Inducement or Persuasion.....	38
8.36 Public Records Act.....	38
8.37 Publicity.....	39
8.38 Record Retention and Inspection-Audit Settlement.....	39
8.39 Recycled Bond Paper	41
8.40 Subcontracting	41
8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program	43
8.42 Termination for Convenience	43
8.43 Termination for Default.....	44
8.44 Termination for Improper Consideration.....	45
8.45 Termination for Insolvency	45
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	46
8.47 Termination for Non-Appropriation of Funds	46
8.48 Validity	46
8.49 Waiver	47

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

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.50 Warranty Against Contingent Fees	47
8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	47
8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	47
8.53 Time Off for Voting	48
8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking	48
8.55 Intentionally Omitted	48
8.56 Compliance with Fair Chance Employment Hiring Practices.....	48
8.57 Compliance with the County Policy of Equity	48
8.58 Prohibition from Participation in Future Solicitation(s).....	49
8.59 Injury and Illness Prevention Program	49
8.60 Intentionally Omitted	49
9 UNIQUE TERMS AND CONDITIONS	49
9.1 Intentionally Omitted	49
9.2 Ownership of Materials, Software and Copyright	49
9.3 Patent, Copyright and Trade Secret Indemnification.....	50
9.4 Contractor’s Charitable Activities Compliance.....	51
9.5 Data Destruction	51
9.6 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION	52
9.7 Contract Accounting and Financial Reporting	53
9.8 Contractor Alert Reporting Database (CARD).....	53
9.9 Child Abuse Prevention Reporting	53
9.10 Conduct of Program	54
9.11 Contract Negotiations.....	54
9.12 Contract Mandatory Meetings	54
9.13 Contract Mandatory Orientation	54

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

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
9.14 Employee Benefits and Taxes.....	55
9.15 Former Foster Youth Consideration	55
9.16 Funding Adjustments and Reallocations	56
9.17 Hours of Operation.....	57
9.18 Office Location	57
9.19 Use of Funds.....	57
9.20 Shred Documents	58
10 Survival.....	58

STANDARD EXHIBITS

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

UNIQUE EXHIBITS

SB 1262 NONPROFIT INTEGRITY ACT OF 2004

- J** Charitable Contributions Certification

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- K** Information Security and Privacy Requirements

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

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

RECITALS

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

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

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

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

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

1 APPLICABLE DOCUMENTS

Exhibits A through K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

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

Unique Exhibits:

SB 1262 NONPROFIT INTEGRITY ACT OF 2004

Exhibit J	Charitable Contributions Certification
-----------	--

Information Security and Privacy Requirements

Exhibit K	Information Security and Privacy Requirements
-----------	---

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

2 DEFINITIONS

2.1 Standard Definitions:

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

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

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

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

3 WORK

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

4 TERM OF CONTRACT

- 4.1** The term of this Contract will commence on July 1, 2024 through June 30, 2025, after execution by County's Board of Supervisors, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend the Contract term for two, one-year extension options. Each extension option will be exercised at the sole discretion of the Director, by written notice or amendment to the Contractor, provided that approval of County's County Counsel and Chief Executive Officer (CEO) is obtained prior to any such extension.
- 4.3** The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4** County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.
- 4.5** Contractor will notify County when this Contract is within six months from the expiration of the term. Upon occurrence of this event, Contractor will send written notification to the County Program Manager, provided in Exhibit D - County's Administration.
- 4.6** The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor, for a period not to exceed six months beyond the three year term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract, provided Senate Bill (SB) 855 funding is available.

5 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Annual Contract Sum is \$400,000, for Service Planning Area(s) XXX, for the initial term ending June 30, 2025 to provide Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, Two-Spirit, and the countless affirmative ways in which people choose to self-identify (LGBTQIA2S+) Tailored Services.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

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

paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

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

Attention: Accounting Services, Contract Accounting Section

And a duplicate copy of the invoices to:

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

Attention: Jessica Brown, County Program Manager

5.5.6 County Approval of Invoices

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

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

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

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

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

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

5.5.18 Local Small Business Enterprises – Prompt Payment Program

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

5.6 Intentionally Omitted

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

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

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

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

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

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

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

6.3 County's Project Manager

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

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

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

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

6.4 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

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

- 7.5.3** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.4** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.5** The Contractor will require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.
- 7.5.6** Disqualification of any member of Contractor's staff pursuant to this Section 9.0 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

technology security and the protection of confidential records and information.

- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor will sign and adhere to the provisions of Exhibit F-1, (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-2 (Contractor Employee Acknowledgment and Confidentiality Agreement)
- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor, DCFS, and executed by County's Board of Supervisors.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director or designee.
- 8.1.3** The DCFS Director or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by DCFSD Director, or designee.
- 8.1.4** The DCFS Director, or designee, may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- a) The Amendment must be in compliance with the applicable County, State and Federal regulations.
 - b) The Board of Supervisors has appropriated sufficient funds in County's budget; and
 - c) The Amendment is for a decrease or an increase, of not more than ten percent.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

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

8.6 Compliance with Applicable Law

- 8.6.1** In the performance of this Contract, contractor must comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of

interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to

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

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

the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County’s policy to encourage all County contractors to voluntarily post the County’s poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the contractor’s place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>,

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

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer

sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of

either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3** In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3** The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4** The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22.5 Contractor must cause each employee performing services covered by

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

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

8.24.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow

form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm

or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

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

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Cyber Liability Insurance

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

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

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame.

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

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

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

- 8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3 That 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 Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the DCFS Director, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all

costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

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

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

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

location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within 30 days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3** Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4** Contractor will be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County, CDSS, and/or the California Secretary of State to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, Contractor will forward copies of such reports to DCFS.
- 8.38.5** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph will constitute a material breach of

this Contract upon which the County may terminate or suspend this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

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

8.40.2.2 A draft copy of the proposed subcontract; and

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

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

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

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.

8.40.7 The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their

officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

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

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

Attention: Jessica Brown, County Program Manager

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

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

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

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

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

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

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

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

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

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

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in

sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

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

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

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

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

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

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

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

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

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

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

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

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

9.3 Patent, Copyright and Trade Secret Indemnification

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

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

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

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

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

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

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

9.4 Contractor's Charitable Activities Compliance

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

9.5 Data Destruction

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

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

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

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

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

9.6 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION

9.6.1 Data Encryption

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

9.6.2 Stored Data

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

9.6.3 Transmitted Data

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

9.6.4 Certification

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

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

9.7 Contract Accounting and Financial Reporting

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

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

9.8 Contractor Alert Reporting Database (CARD)

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

9.9 Child Abuse Prevention Reporting

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

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

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

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

9.10 Conduct of Program

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

9.11 Contract Negotiations

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

9.12 Contract Mandatory Meetings

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

9.13 Contract Mandatory Orientation

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

9.14 Employee Benefits and Taxes

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

9.15 Former Foster Youth Consideration

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

County of Los Angeles

Department of Children and Family Services

Attention: Division Chief, Youth Development Services Division

1933 South Broadway, 6th Floor, Los Angeles, CA 90007

youthds@dcfs.lacounty.gov

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

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

9.16 Funding Adjustments and Reallocations

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

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

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

9.17 Hours of Operation

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

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

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

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

9.18 Office Location

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

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

9.19 Use of Funds

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

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

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

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

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

9.20 Shred Documents

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

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

10 Survival

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

Paragraph 1 (Applicable Documents)

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

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

By: _____ Date: _____

BRANDON T. NICHOLS, DIRECTOR

Department of Children and
Family Services

Name: _____

Title _____

Date: _____

By: _____ Date: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL

DAWYN R. HARRISON, COUNTY COUNSEL

By: _____ Date: _____

David Beudet, Senior Deputy County Counsel

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



COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM

TABLE OF CONTENTS

SECTION NUMBER AND TITLE	PAGE
SECTION A	1
1.0 PREAMBLE.....	1
SECTION B – PROGRAM FOUNDATION	1
2.0 BACKGROUND/OVERVIEW.....	1
3.0 THE PROTECTIVE FACTORS	2
4.0 DEFINITIONS	3
5.0 SERVICE GOALS	7
6.0 SERVICE OBJECTIVES	9
7.0 TARGET POPULATION.....	10
8.0 COUNTY’S RESPONSIBILITIES.....	9
9.0 CONTRACTOR’S GENERAL RESPONSIBILITIES.....	10
10.0 CONTRACTOR’S STAFF QUALIFICATIONS AND REQUIREMENTS	13
11.0 HOURS OF OPERATION.....	17
12.0 MULTIDISCIPLINARY TEAMS & INFORMATION SHARING	20
13.0 MANDATORY MEETINGS.....	20
SECTION C – SERVICE DESCRIPTION	19
14.0 SCOPE OF WORK.....	19
SECTION D – DATA DEVELOPMENT	37
15.0 DATA DEVELOPMENT	37
SECTION E – REPORTS AND RECORDKEEPING	37
16.0 REPORTS AND RECORDKEEPING	37
17.0 QUALITY CONTROL PLAN	43
18.0 QUALITY ASSURANCE MONITORING	43
19.0 GREEN INITIATIVES	45
20.0 TRANSFER OF RECORDS	45
21.0 DUPLICATE BILLING	48
STATEMENT OF WORK EXHIBITS	47
Exhibit A-1 Performance Requirements Summary	48
Exhibit A-2 DCFS Office Locations and County Administration.....	53
Exhibit A-3 Contractor's Office Location(s) and Administration.....	54
Exhibit A-4 Performance Outcome Measure Summary	55
Exhibit A-5 DCFS Procedural Guide 1200-500.01, LGBTQ+ Children/Non-Minor Dependents, Dated 2/28/20	58

Exhibit A-6 Communication Campaign 6 Places to Share Your Personal Pronouns
Infographic..... 72

Exhibit A-7 Los Angeles County Department of Human Resources Transgender
Awareness Glossary of Terms 73

LGBTQIA2S+ TAILORED SERVICES TO YOUTH SERVICES PROGRAM

STATEMENT OF WORK

SECTION A INTRODUCTION

1.0 PREAMBLE

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

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

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

SECTION B PROGRAM FOUNDATION

2.0 BACKGROUND/OVERVIEW

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

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

3.0 THE PROTECTIVE FACTORS

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

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

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

4.0 DEFINITIONS

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

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

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

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

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

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

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

5.0 SERVICE GOALS

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

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

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

6.0 SERVICE OBJECTIVES

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

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

7.0 TARGET POPULATION

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

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

7.2 The criteria for LGBTQIA2S+ services are:

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

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

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

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

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

8.0 COUNTY'S RESPONSIBILITIES

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

9.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

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

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

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

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

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

10.0 CONTRACTOR'S STAFF QUALIFICATIONS AND REQUIREMENTS

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

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

10.3 CONTRACTOR must:

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

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

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

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

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

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

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

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

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

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

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

11.0 HOURS OF OPERATION

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

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

12.0 MULTIDISCIPLINARY TEAMS & INFORMATION SHARING

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

13.0 MANDATORY MEETINGS

Monthly Meetings

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

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

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

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

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

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

SECTION C SERVICE DESCRIPTION

14.0 SCOPE OF WORK

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

CONTRACTOR must have in place the following deliverables in preparation for contract start date:

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

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

- 14.7** Submit to the CPM a Program Evaluation Plan that qualitatively and quantitatively measures the success and impact of this program on participating families, Children, youth and young adults;
 - 14.7.1** The evaluation must include pre and post surveys to children, youth, young adults, families and others participating in the program;
 - 14.7.2** The evaluation must include the Performance Outcome Measurements, listed on Exhibit A-4;
 - 14.7.3** The evaluation must compare outcomes between LGBTQIA2S+ youth participating in the program versus LGBTQIA2S+ youth not participating;
 - 14.7.4** The evaluation must compare outcomes between LGBTQIA2S+ youth participating in the program versus non-LGBTQIA2S+ youth;
- 14.8** Develop and submit the following forms to the CPM for approval:
 - 14.8.1** Intake Assessment;
 - 14.8.2** Wait List;
 - 14.8.3** Monthly Referral Log;
 - 14.8.4** Quarterly Report(s);
 - 14.8.5** Annual Report;
 - 14.8.6** Referral Form; and
 - 14.8.7** Monthly Participant Log.
- 14.9** Acquire materials, supplies, and furnishings to provide an LGBTQIA2S+ friendly and affirming atmosphere with age-appropriate activities and materials, to include;
 - 14.9.1** Safe space signage;
 - 14.9.2** Pronoun buttons;

14.9.3 Books and literature; and

14.9.4 Art and visual media.

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

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

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

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

14.14 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;

14.15 CPC/CPN must initiate intake procedures with any received referrals or interest, as stated in sections 14.21 and 14.22;

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

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

14.18 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 Present the services contained within this contract to all DCFS staff with direct contact with CONTRACTOR'S staff and young adults. DCFS staff will include:

14.18.1 Emergency Response, Dependency Investigation, Continuing Service and Adoptions CSWs;

- 14.18.2** Supervising CSWs;
 - 14.18.3** Resource Family Support Division;
 - 14.18.4** Resource Family Liaison Division;
 - 14.18.5** Community Based Support Division;
 - 14.18.6** Multi-Agency Response Team;
 - 14.18.7** Commercial Sexual Exploitation of Children; and
 - 14.18.8** Other DCFS staff as deemed necessary by the CPM.
- 14.19** Provide the CPM a list of youth who will begin receiving services on July 1, 2024; and
- 14.20** Ensure that all details of this CONTRACT are in place to begin providing services on July 1, 2024, and as outlined and described in this CONTRACT.
- 14.21** Referral Process
- 14.21.1** The CONTRACTOR must confirm receipt of the referral form by contacting the case-carrying CSW, DCFS office designee, and referring party via email within two business days of receiving the referral, and document this information in the participant's case notes.
 - 14.21.2** The CONTRACTOR must collaborate with the case-carrying DCFS CSW or designated DCFS liaison to discuss (either by phone or by email) any relevant court orders and case plan goals for the referred family upon receipt of a LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM referral, and document this information in CONTRACTOR'S intake assessment and initial report.

- 14.21.3** CONTRACTOR must document the efforts described in sections 14.21 and 14.22 on the intake/initial assessment.
- 14.21.4** The CONTRACTOR must perform services in Sections 14.5 and 14.6 in accordance with the consent and confidentiality provisions of Exhibit A-5, DCFS Procedural Guide 1200- 500.01, LGBTQIA2S+ Children/Non-minor Dependents, dated 2/28/20.
- 14.21.5** CONTRACTOR must provide documented efforts regarding the referral, within five business days of DCFS' request.
- 14.21.6** CONTRACTOR must provide and maintain a Monthly Participant Log of all youth referred to program, date of referral, date of intake, CSW information, acceptance or denial of program services, quarterly report submission dates, graduation date, and closure reason.

14.22 Intake Process

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

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

- 14.22.11** CPN(s) must assess the needs of each referred child, youth, and/or family. The frequency and intensity of program services, and the type of referrals, linkages, meetings, and other LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM must be based on this assessment of the identified need(s) of the child, youth, and/or family and those as indicated in the DCFS referral.
- 14.22.12** CONTRACTOR must assess all referred LGBTQIA2S+ children and families for specific and/or cultural needs. If the family has a language need and/or cultural preference that the CONTRACTOR cannot provide, the CONTRACTOR must obtain needed services.

14.23 Wait List

- 14.23.1** The CONTRACTOR must place the participants and families on a “Wait List”, when capacity has been reached.
- 14.23.2** The CONTRACTOR must immediately notify the CPM, when the wait list includes more than ten children/youth/families,
- 14.23.3** The Contractor must submit a wait list report within seven days of notifying the CPM of the wait list. The report must include:
 - 14.23.3.1** The current number of youth on the wait list and number of days on waiting list;
 - 14.23.3.2** The anticipated number of days for each youth before they can participate in the LGBTQIA2S+ Tailored Services to Youth program; and
 - 14.23.3.3** The options for additional services youth can participate in until accepted into the LGBTQIA2S+ Tailored Services to Youth program.
- 14.23.4** CONTRACTOR must submit a monthly “Wait List” report by first (1st) business day of each month to the CPM. The report must include the:
 - 14.23.4.1** Date of referral;
 - 14.23.4.2** Name of person who made the referral;

- 14.23.4.3** Name of the participant(s);
- 14.23.4.4** Birth name and/or current/legal name;
- 14.23.4.5** Participant(s)'s preferred pronoun(s);
- 14.23.4.6** Date participant was placed on the wait list;
- 14.23.4.7** Office location; and
- 14.23.4.8** Contact information of the assigned CSW (as applicable).

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

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

14.24 In-Person Visits

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

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

14.25 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.

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

14.26 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.

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

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

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

14.27.3 CONTRACTOR must provide, or link, LGBTQIA2S+ children, youth or TAY with well supported, evidence supported, trauma- informed, culturally relevant, gender-affirming therapy which may include: individual counseling; group counseling; family therapy; crisis intervention (suicide intervention and prevention); and psychiatric care. CONTRACTOR must consider coordination of services through DCFS Service Linkage Specialist (SLS) staff and Department of Mental Health (DMH) liaisons.

14.27.4 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;

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

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

14.28 Support Group and Mentorship Services

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

14.28.1 Support Groups must include:

14.28.1.1 Coming Out and Self-Acceptance;

14.28.1.2 Transgender;

14.28.1.3 Gender Non-Conforming and Non-Binary; and

14.28.1.4 LGBTQ- Sexual Orientation.

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

14.29 Substance Abuse Use/Abuse Counseling

14.29.1 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;

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

14.29.2.1 Substance use disorder education;

14.29.2.2 Support groups;

14.29.2.3 Counseling;

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

14.29.2.5 Risks of needle-sharing;

14.29.2.6 Tobacco use cessation education;

14.29.2.7 Risks of transmission to sexual partners and infants;

14.29.2.8 Effects of alcohol or other drug use on the fetus;

14.29.2.9 Peer recovery support;

14.29.2.10 Overdose prevention and reversal education; and

14.29.2.11 Education about medication assisted treatment.

14.30 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 14.27.

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

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

14.30.2.1 Call the assigned CSW and inform them of the situation;

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

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

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

14.30.2.5 Document in case notes

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

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

14.32.1 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;

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

- 14.32.3** 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;
- 14.32.4** 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;
- 14.32.5** 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.

14.33 Well-Being and Life Skills Services

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

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

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

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

14.34 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.

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

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

14.35 Housing Resources

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

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

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

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

14.35.1.1.2 Affordable and offer rental assistance programs.

14.35.1.1.3 Safe and supportive Transitional Housing environments.

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

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

14.36 Parent/Caretaker/Family/Support Team Training

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

14.37 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.

14.38 Child and Family Team Meetings

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

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

14.39 Pride Events and Conferences

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

14.39.2 CONTRACTOR must provide services described in Section 14.39.1, in-house and track any services that are not provided or unavailable by CONTRACTOR.

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

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

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

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

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

14.40 Promotion of LGBTQIA2S+ Tailored Services To Youth Program

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

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

14.40.1.1 Dissemination of program information to DCFS;

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

14.40.1.3 Court systems such as the Dependency Court; and

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

14.41 Training and Supervision Staff and Volunteers

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

14.41.2 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.

14.41.3 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.

14.41.4 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.

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

SECTION D DATA DEVELOPMENT

15.0 DATA DEVELOPMENT

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

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

15.3 CONTRACTOR must identify LGBTQIA2S+ resources and LGBTQIA2S+ oriented services in the SPA the CONTRACTOR provides services. The list of active LGBTQIA2S+ services and supports providers must be provided to the CPM. The list should be provided to the CPM by July 1, 2024 and every 3 months thereafter.

SECTION E REPORTS AND RECORDKEEPING

16.0 REPORTS AND RECORDKEEPING

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

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

16.2.1 Identified needs and services provided to meet identified needs;

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

The Monthly Referral Log must include the following elements:

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

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

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

Quarterly Service Report(s)

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

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

Annual Service Report

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

17.0 QUALITY CONTROL PLAN

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

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

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

Program Evaluation

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

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

17.12.4 Participant outcomes;

17.12.5 CONTRACTOR must prepare and submit annual reports to COUNTY summarizing the results of the program evaluation activities. These reports shall include an analysis of the data collected, a description of any changes made to the program based on the evaluation findings, and recommendations for future improvements; and

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

Safety Culture

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

18.0 QUALITY ASSURANCE MONITORING

18.1 The COUNTY must evaluate the CONTRACTOR'S performance under this CONTRACT using the Quality Assurance Procedures as defined in Paragraph 8, Standard Terms and Conditions, Section 8.15, COUNTY's Quality Assurance Plan, and Section 18.2 through 18.8 of this SOW.

18.2 CONTRACTOR will be subject to a program review by the COUNTY, at a minimum of once per year, for the period of the contract, including option years. CONTRACTOR must make available to the COUNTY, upon request, the following records for review, within five business days of COUNTY's request, including but not limited to:

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

18.2.2 Participant Case Records.

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

Contract Discrepancy Report

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

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

19.0 GREEN INITIATIVES

19.1 CONTRACTOR must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

19.2 CONTRACTOR must notify COUNTY’s Project Monitor of CONTRACTOR’s new green initiatives prior to the contract commencement.

20.0 TRANSFER OF RECORDS

20.1 At the start of a new contract, CONTRACTOR must accept transitioned cases from the prior contractors. The new CONTRACTOR must submit a plan of coverage to the CPM for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from prior contractors. The plan of coverage must include: (1) telephonic contact with the family within three weeks of the 30-day transitional period; (2) a face-to-face contact with the family within five business days from the telephonic contact; and (3) an initial case plan for the family within 30 days from the initial face-to-face contact with the family.

20.2 Prior to contract termination or non-renewal of the contract, CONTRACTOR must, at no additional cost to COUNTY, cooperate in transitioning active cases to new contractors, including providing all original case files and electronic records. CONTRACTOR must keep copies of all transferred cases for its own records. The transitional plan must be made in consultation with the CPM at least 30 business days in advance of the contract termination or expiration.

21.0 DUPLICATE BILLING

21.1 At no point must County allow duplicate billing (or double billing) by two or more contracted agencies for the same referred client.

21.2 There can only be one lead agency at any given time during the contract term.

21.3 It is imperative that contracted agencies submit a monthly service report and corresponding invoice as soon as possible after the close

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

County of Los Angeles, Department of Children and Family Services

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

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

Exhibit A-1 Performance Requirements Summary

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

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

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

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

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

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

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

Exhibit A-4 Performance Outcome Measure Summary

PROGRAM OUTCOME MEASURE SUMMARY		
SAFETY		
PROGRAM: LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM		
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%	

**PROGRAM OUTCOME MEASURE SUMMARY
PERMANENCY**

PROGRAM: LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM

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

OUTCOME INDICATORS Of all youth receiving LGBTQIA2S+ Tailored Services:	PERFORMANCE TARGETS	DATA COLLECTION
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	

PROGRAM OUTCOME MEASURE SUMMARY

WELL-BEING

PROGRAM: LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM

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

OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
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 approved assessment tool:	Protective factors must improve for a minimum of 80% of participants who successfully complete the program.	<p align="center">Protective Factors Survey</p> <p align="center">CWS/CMS, Monthly Reports</p> <p align="center">DCFS-approved assessments</p>
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.	

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

2/19/2021

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

LGBTQ+ Children/Non-minor Dependents

1200-500.01 | Date: 02/28/2020

Overview

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

TABLE OF CONTENTS

Policy

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

Procedure

- Sexual Orientation, Gender Identity, and Expression (SOGIE)-
 - CSW Responsibilities
 - SCSW Responsibilities
- Confidentiality-
 - Documenting Consent
 - Placements
 - Medical Records
 - Court Reports
 - Disclosures to Family/Resource parents
- Case Planning and the Child and Family Team (CFT)
- Transgender and Gender Non-Conforming (TGNC) Children/NMDs
 - Placement
 - Bathroom/Shower Use
 - Access to services/programs
 - Name and use of pronouns
- Gender-Affirming Medical Care
- Reproductive Health

Helpful Links

- Attachments/Resources
- Referenced Policy Guides
- Statutes

[Back to Top ^](#)

Version Summary

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

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:

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

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

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

Sexual Orientation, Gender Identity, and Expression (SOGIE)

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

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

Confidentiality

Any information about a child/NMD's identification as LGBTQ+ or GNC - however, the information is obtained - is to be treated as private and confidential. Unwarranted disclosure of SOGIE information may subject a child/NMD to rejection, ridicule, harassment, or abuse. Caution should be taken when recording or sharing this information and should only be done when necessary to advance the child/NMD's well-being and after consulting with the child/NMD and securing the child/NMD's consent. The child/NMD may withdraw their consent or limit it at any time.

Information about a child/NMD's identification as LGBTQ+ should not be disclosed to other children/NMDs, outside parties, individuals, or agencies, including health care or social service providers, without the [Back to Top ^](#)

child/NMD's permission/consent, unless such disclosure is necessary to comply with state or federal law or relevant to an emergency mental health or medical incident.

The extent and limits of keeping confidential information about a child/NMD's SOGIE is to be explained to the child/NMD. If for any reason disclosure of the information is required to be shared with another individual, the child/NMD is to be informed to whom the information will be disclosed and the reason for the disclosure. In such a case, the individual receiving the information is to be informed about the parameters of said disclosure and the party disclosing the information needs to plan to mitigate any risks pertaining to the disclosure.

Medical Records

The disclosure of medical and mental health information, including **Protected Health Information (PHI)** is regulated by federal and state laws. Under federal law, the **Health Insurance Portability and Accountability Act (HIPAA)** of 1996, protects the privacy of patient health information. HIPAA limits disclosure of what it calls "protected health information" (PHI). Under state law, California Code 56, et seq, protects medical and mental health information. Pursuant to federal and state laws, DCFS staff may not disclose medical or mental health information unless a specific legal exception applies. Unauthorized disclosure of confidential medical or mental health information carries both civil and criminal penalties.

Court Reports

A child/NMD's sexual orientation is confidential and is not to be disclosed in any court reports unless the child/NMD has given permission to share the information.

Disclosures to Family/Resource parents

Personnel shall not disclose information about a child/NMD's status as TGNC to a child/NMD's parent, legal guardians, resource parents, or other family members without the expressed consent of the child/NMD including in CFTMs.

Regardless of a parent/s wishes for disclosure it is the child/NMD's right to choose whether or not to disclose their sexual orientation.

Case Planning and the **Child and Family Team (CFT)**

Affirming behaviors from parents/resource parents of the child/NMD's SOGIE may vary and can be a fluid process. The Child and Family Team (CFT) will work to protect the child/NMD from potential rejecting experiences in their living situation, and in service provision including but not limited to: educational, medical, mental health environments; and extracurricular activities. A goal of the case planning process is to be affirming of the child/NMD, as well as their peers, and parents/resource parents wherever they may be in their own process. Therefore, the child/NMD's SOGIE shall be a consideration in all case planning processes. A subject-matter expert, with demonstrated competency, may be retained to support this process, if necessary. In addition, the expert may be involved in CFTMs with the child/NMD's permission. This includes but is not limited to office-designated LGBTQ+ champions and external stakeholders/providers.

The CFT will drive the case planning process and ensure that significant connections are included in the plan for the child/NMD. The CFT will ensure that parents/resource parents have sufficient services, support, and resources to meet the needs of the child/NMD in their care. The CFT will assist with accessing these supportive services and resources. In addition, it will provide and facilitate whatever additional expertise is necessary to form and/or maintain healthy relationships between parents/resource parents and children/NMDs, including advocacy and education of outside parties (e.g. educational, legal, medical). [Back to Top ^](#)

Anytime there is a change in placement based on the child/NMD's housing needs, the CFT will work closely in the replacement of the child/NMD. Staff from both the current placement and the potential new placement shall closely collaborate prior to and during the replacement to ensure continuity of care.

Placements

Children/NMDs have the right to be placed in homes and facilities according to their gender identity, regardless of their sex assigned at birth or sex/gender marker listed in their court, child welfare, medical, or vital records.

Self-identification is a fluid process, which may occur before, during, or after being placed. While children/NMDs have the right to be placed according to their gender identity, not all LGBTQ+, transgender and/or gender non-conforming (TGNC) children/NMDs will want to be placed based on their gender identity; however, some children/NMDs will be clear in their desire and must be placed accordingly. As per legislation, the intake process must include assessment of all the child/NMD's placement needs, including but not limited to the child/NMD's gender identity.

A child/NMD's SOGIE identity is confidential information. Staff may not divulge this information to anyone, including a child/NMD's roommate, without the child/NMD's expressed consent to document and/or disclose.

With regards to room assignments, a child/NMD's gender identity should not be the only deciding factor. Roommate compatibility assessments should be completed routinely. Staff placing a child/NMD can advocate for rooming assignments based on the needs of the child/NMD.

Placement decisions are to be made with regards to the best interest of the child/NMD based on recommendations from the CFT, Transitional Shelter Care (TSC) Program, Resource Family Approval (RFA) CSW, MDT, and the child/NMD.

Gender-affirming Health Care

Per AB 2119 children/NMDs in foster care have the right to receive physical health and mental health care that includes gender affirming medical and mental health care services and are to be involved in the development of case plan elements related to placement and gender affirming health care, consistent with their gender identity.

Reproductive Health

Per state law, children/NMDs in foster care are entitled to certain reproductive and sexual health care rights. Including being informed about their reproductive and sexual health care rights, upon entry into foster care and at least once every six months at the time of a regularly scheduled contact. Refer to Youth Reproductive Health and Pregnancy 0600-507.10 policy.

[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.

[Back to Top ^](#)

Sexual Orientation, Gender Identity, and Expression (SOGIE)

CSW Responsibilities

SOGIE is to be documented, if consent is given, in the CWS/CMS Client Notebook ID page in the Sexual Orientation, Gender Identity, and Gender Expression fields. CSWs must follow the outlined Instructions for Entering SOGIE Data into CWS/CMS and be aware of the following:

- The sharing of SOGIE information by the child/NMD is voluntary and the child/NMD may decline to disclose any of their SOGIE information.
- If consent is given by the child/NMD, document in CWS/CMS what the child/NMD discloses and update the information as changes are reported by the child/NMD.
- Subjective opinions or assumptions on a child/NMD's SOGIE should neither be made nor documented in CWS/CMS.
- There is no right or wrong age to ask a child/NMD about their sexual orientation and gender identity and expression.
- Engage children/NMDs who are developmentally and cognitively capable of understanding and discussing gender, in an age-appropriate discussion of their preferred gender expression and the gender with which they identify.
- CSWs are to periodically have ongoing age-appropriate conversations regarding a child/NMD's preferred gender expression and identity and are to update consent in CWS/CMS accordingly.
- A child/NMD's SOGIE is not static and may change during the duration of a case.
- Per WIC 827, a child/NMD's SOGIE is not to be disclosed to other individuals or agencies, without the child/NMD's permission.
- Refer to the glossary of SOGIE data frame definitions to ensure consistent usage and unified understanding of SOGIE terms.

Refer to Respectfully asking Sexual Orientation/Gender Identity SOGI Questions for guidance on asking about SOGIE.

SCSW Responsibilities

- Ensure that CSWs utilize best practices when inquiring about SOGIE and, if applicable, appropriately documented the response provided in the CWS/CMS Client Notebook ID page in the Sexual Orientation, Gender Identity, and Gender Expression fields.
- Ensure that confidentiality is followed in court reports and that SOGIE is only disclosed if a child/NMD has provided consent.

Confidentiality

[Back to Top ^](#)

CSW Responsibilities

All information regarding a child/NMD’s SOGIE is confidential and not to be disclosed to anyone or documented without the child/NMD’s expressed consent. Each category of SOGIE data shall only be documented if a child/NMD expresses consent to document and disclose. For any field(s) a child/NMD does not express consent, CSW shall only select “Declines to state” in CWS/CMS and should not otherwise document and/or disclose.

Documenting Consent:

If a child/NMD expresses consent for SOGIE to be documented and/or disclosed, the CSW is to document in the CWS/CMS Client Notebook ID page, in the respective sexual orientation or gender identity description field the following:

***CONFIDENTIAL** On DATE child/NMD expressed consent for ____ [sexual orientation or gender identity] data to be documented and/or disclosed. **CONFIDENTIAL**

Summary	ID	Demog.	Address	Names	Related Clients	ID Num	Juv Cr/#	Search L
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Name and Identification

Client Information

Prefix: [] First: [] Middle: [] Last: [] Suffix: [] Name Type: [Legal]

Sex at Birth: [Unknown] Marital Status: [] SSN: [] Client Index Number (CIN): []

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

Self Reporter Alien Registration #: []

Client is a Minor/NMD Parent Client Number: [0830-9057-1-967-1023291]

Outstanding Warrant Exists

SOGIE Data

Sexual Orientation: [Not Listed]

Reason Unable to Determine: []

Description: [***CONFIDENTIAL** On DATE child/NMD expressed consent for ____ [sexual orientation or gender]]

Gender Identity: []

Description: []

Gender Expression: []

Language

Primary Language: []

Secondary Language: []

Literate:

Yes

No

Unknown

Not Applicable

Basic/E

Specify F: []

Primary E: []

Unable to: []

Other Eff: []

Confide

Confid

Effective: []

In the absence of a description field for gender expression, CSWs shall follow the same documentation procedure utilizing the gender identity description field.

For example, a child/NMD may disclose that they are heterosexual (sexual orientation), gender queer (gender identity), and feminine (gender expression); however, they may express that they do not give consent for their gender identity or expression to be documented or disclosed. In such a case, the CSW shall only document the sexual orientation as disclosed, and include the following note in the description field:

[Back to Top ^](#)

**** CONFIDENTIAL **** On DATE child/NMD expressed consent for sexual orientation to be documented **** CONFIDENTIAL ****.

In the gender identity and gender expression fields, the CSW shall select "declines to state."

Summary	ID	Demog	Address	Names	Related Clients	ID Num	Juv Ct.#
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Name and Identification

Client Information

Prefix	First	Middle	Last	Suffix	Name T
					Legal

Sex at Birth: Unknown
 Marital Status:
 SSN:
 Client Index Num:
 Driver's License - State/Number:
 Date of Birth:
 or Age and Age:
 Self Reporter
 Alien Registration #
 Client is a Minor/NMD Parent Client Number: 1298-0085-7893-5023291
 Outstanding Warrant Exists

SOGIE Data

Sexual Orientation:
 Reason Unable to Determine:
 Description:
 Gender Identity: Not Listed
 Description: **** CONFIDENTIAL **** On DATE child/NMD expressed consent for sexual orientation to be documented
 Gender Expression:

Language

Primary Language:
 Secondary Language:
 Literate:
 Yes
 No
 Unknown
 Not Applicable

If a child/NMD provides specific information regarding to whom or what can be shared/documented, CSWs are to include the specifics in the Description Fields.

Placements:

CSWs may not document or disclose SOGIE information to anyone, including a child/NMD's roommate(s), parents/guardians, or resource parents without the child/NMD's expressed consent to do so. Staff can advocate for rooming assignments based on the needs of the child/NMD.

All placements shall be safe and affirming of children/NMD's SOGIE and placement decisions are to be made with regards to the best interest of the child/NMD based on recommendations from the CFT, Transitional Shelter Care (TSC) Program, Resource Family Approval (RFA) CSW, MDT, and the child/NMD.

To help ensure that all placements are safe and affirming of a child/NMD's SOGIE, the following should be discussed with a transgender youth/NMD before placement is sought:

[Back to Top ^](#)

- A transgender child/NMD should be asked if their gender identity may be disclosed and/or if the fact that they are transgender may be disclosed to intake workers, caretakers, etc.
- If a transgender child/NMD does not consent to their gender identity being disclosed, they should be advised that the gender assigned to them at birth will be disclosed to intake workers, caretakers, etc.

At no time should a child/NMD's identification as transgender be disclosed without their explicit consent; while, as default, a child/NMD's gender assigned at birth will be disclosed unless the child/NMD gives explicit consent to disclose their gender identity

For additional assistance with finding placements, CSWS may refer to the Transitional Shelter Care (TSC) Program to access help from the [Accelerated Placement Team \(APT\)](#). CSWs may refer to 0100-510.37 Transitional Shelter Care (TSC) Program for guidance on requesting placement assistance.

Medical Records:

The disclosure of medical and mental health information, including Protected Health Information (PHI), is regulated by federal and state laws. Under federal law, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, protects the privacy of patient health information. This includes but is not limited to gender affirming care. CSWs may refer to policy 0600-500.20 Health and [Medical Information](#) for guidance on confidentiality of Medical Records.

Court Reports:

SOGIE information is not to be documented in Court Reports or otherwise disclosed in court proceedings unless a child/NMD has expressed consent for said information to be documented and/or disclosed. In such a case, the CSW shall follow the documenting consent protocol.

Disclosures to Parents/Guardians and Resource Parents:

Per WIC 827, a child/NMD's SOGIE is not to be disclosed to other individuals or agencies, without the child/NMD's permission. Staff is not to disclose or document a child/NMD's SOGIE to a child/NMD's parents/guardians and resource parents without the child/NMD's expressed consent to do so. In such a case, the CSW shall follow the documenting consent protocol.

Regardless of a parent/s wishes for disclosure it is the child/NMD's right to choose whether or not to disclose their sexual orientation

Case Planning and the Child and Family Team (CFT)

A child/NMD's CFT shall establish and maintain a safe and inclusive culture where the child/NMD's SOGIE is affirmed and their well-being is ensured.

[CSW Responsibilities](#)

CSWs are to ensure that a child/NMD's SOGIE consent is confirmed with them prior to any CFTMs as it pertains to any parties who may be present. Documenting consent protocol shall be followed to reflect any updates and CSWs shall follow all procedures for Child and Family Team meetings.

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

[Back to Top ^](#)

TGNC children/NMDs have the right to be placed according to their gender identity, irrespective of the sex/gender marker listed on any legal/medical documents. SB 731 (2015) policy shall be provided to all children/NMDs prior to out of home placement, parents/guardians at time of removal, and resource parents at orientation and redetermination.

Placements

Bathroom/shower use:

TGNC children/NMDs have the right to access bathrooms and showers that align with their gender identity, regardless of sex assigned at birth and/or legal documentation. Safety planning and prudent parenting standards shall be utilized for TGNC children/NMDs regarding the use of bathrooms and showers. Alternative arrangements should only be made at the request of the TGNC child/NMD; TGNC children/NMDs shall not be compelled to use alternative bathrooms/showers. Prudent Parenting standards should apply when the child's/NMD's needs may put them in danger. Alternative arrangements may include, but are not limited to:

- a. Accessibility of single stall, gender neutral bathrooms, and/or private showers;
- b. Staff supervision during use of communal bathrooms/showers; and
- c. A separate shower schedule for TGNC children/NMDs if they request it.

Access to services/programs:

TGNC children/NMDs have the right to participate in and have access to all available services/programs. Resource parents and service providers are to provide care and support inclusive of their identity. The CFT can be utilized to access additional resources (e.g. gender affirming care, programs, etc.) with expressed consent from and at the request of the child/NMD.

Name and use of pronouns:

TGNC children/NMDs may designate a name and pronouns to be used that reflects their identity, even if their name has not been legally changed and/or legal documentation has not been updated. Placements shall address TGNC children/NMDs using their asserted name and pronouns. DCFS shall ensure that all placements are in compliance with legal requirements, are affirming, and utilize best practices. A TGNC child/NMD's personal rights must be respected; misgendering and use of derogatory terms by any party shall be addressed and may be considered maltreatment.

A TGNC child's/NMD's asserted name and pronouns shall be included on all documents in conformity with confidentiality practices. Using the child/NMD's asserted name and/or pronouns shall only be done with the expressed consent of the child/NMD and to the extent the child/NMD has given their consent. On all DCFS and court documents, the child/NMD will first be referred to by their legal name, along with the child's/NMD's asserted name as an AKA, with the asserted name and pronouns emphasized in order to minimize confusion as to which name/pronouns to use. Thereafter, the child/NMD shall be referred to by their asserted name and pronouns.

EXAMPLE:

Jane Doe, AKA John Doe (they/them/theirs), is currently placed with their paternal aunt. They are attending their school of origin where

In the event that the child/NMD expresses an interest in changing their legal name and/or gender marker, petitions to the court may be utilized. CSWs shall consult with minor's counsel on this process if child consents, and can refer children/NMD to the Los Angeles Superior Court self-help page at [Back to Top ^](#)

<https://www.courts.ca.gov/41237.htm> for further information. DCFS will not/cannot petition for any legal name change, but can make the juvenile court aware if this is something the child/NMD desires and the child/NMD has given consent to bring this to the court's and/or minor's counsel's attention.

Gender-affirming Health Care

Per AB 2119 "Gender affirming health care" means medically necessary health care that respects the gender identity of the patient, as experienced and defined by the patient, and may include, but is not limited to the following:

- Interventions to suppress the development of endogenous secondary sex characteristics.
- Interventions to align the patient's appearance or physical body with the patient's gender identity.
- Interventions to alleviate symptoms of clinically significant distress resulting from gender dysphoria, as defined in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition.

Gender identity formation is a typical, healthy part of child development and generally begins around two (2) years old. However, healthy development may be impacted by negative bias and rejection. When a child/NMD expresses an incongruence with regards to their gender identity as it relates to their sex assigned at birth, qualified and affirming experts may be consulted, and age-appropriate resources shall be provided to the child/NMD.

When possible and appropriate, parents/guardians should be involved in the child's/NMD's health care. Children/NMDs can receive hormone therapy, including but not limited to: hormone blockers and hormone replacement therapy; however, parental or court consent is required, with limited exceptions (Family Code 6922). Should the child/NMD request any gender affirming care, the agency shall have the child/NMD assessed by a qualified, licensed, and affirming medical practitioner with competency in working with transgender children/NMDs as soon as possible.

If any child/NMD placed is already in the process of transitioning through the use of hormones, DCFS may need legal approval (parental or court) for continued treatment and must obtain medical advice, guidance, and clearance for formal prescriptions; which must be obtained promptly to ensure continuity of care. DCFS shall ensure that staff and resource parents are in compliance with medical protocols and the physician's treatment plan. In cases where the child/NMD has an anticipated change of placement, a healthcare continuity plan shall be developed.

In the event that the child/NMD expresses the desire for gender-affirming care and/or the medical professional recommends gender-affirming care, but consent is not given by the medical rights holder, a court hearing date shall immediately be requested to approve said care.

Reproductive Health (SB89)

Resource Families (i.e. care providers, such as foster parents and group home providers) in consultation with the CSW shall be responsible for ensuring that children/NMDs, who remain in long-term foster care, receive age-appropriate, medically accurate, culturally sensitive pregnancy prevention information that includes:

- Informing children/NMDs about their confidentiality rights regarding medical services and seeking the child/NMD's written consent prior to any disclosure of their sexual or reproductive health information. Also, informing children/NMDs of their right to withhold consent to such disclosure(s.)
- Children/NMDs be provided with a copy of the Foster Youth Bill of Rights upon entry into foster care and at least once every six (6) months at the time of scheduled contact.

[Back to Top ^](#)

- 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 Approvals](#)

HELPFUL LINKS

Attachments and Resources

[FYI- 18-07-Transgender Children/Nonminor Dependents in Out-of-Home care Los Angeles County Placement Coordinating Memorandum](#)
[Recognize Intervene Support Empower \(RISE\) Program Glossary](#)
[Instructions for Entering SOGIE Data into CWS/CMS](#)
[LA County Foster Youth Bill of Rights \(FYBOR\)](#)
[Guidelines for Managing Information Related to the Sexual Orientation & Gender Identity and Expression of Children in Child Welfare Systems"](#)
[Williams-Holarchy study on LGBTQ+ youth in foster care](#)
[Mapping the Road to Equity, The Annual State of LGBTQ+ Communities 2018](#)
[California Sexual and Reproductive Health Care- California Healthy Youth Act](#)
[Respectfully asking Sexual Orientation/Gender Identity SOGI Questions](#)
[LA County LGBTQ+ Youth Resources](#)
[Managing Information SOGIE Maintaining the Health and Safety of Youth in Care](#)
[Sharing and Disclosure of Protected Health Information \(PHI\) for DCFS Involved Children](#)
<https://www.courts.ca.gov/41237.htm> Los Angeles Superior Court self-help page-Info on name change

Referenced Policy Guides

[0100-510.61 Placement Responsibilities](#)
[0100-520.10 Evaluating a Prospective Caregiver](#)
[0100-510.37 Transitional Shelter Care \(TSC\) Program](#)
[0100-510.17 Placing a Child in Out-of-Home Care](#)
[0100-510.60, Placement Considerations for Children](#)
[0100-570.05, Quality of Life in Out-of-Home Care](#)
[0600-500.20 Health and Medical Information](#)
[0600-501.10 Consent for Routine Medical Care](#)
[0600-507.10 Youth Reproductive Health and Pregnancy](#)
[0070-548.01 Child and Family Team \(CFT\)](#)

Statutes

[Back to Top ^](#)

[All County Letter 17-64](#) – Outlines the placement changes for children and NMDs per Senate Bill 731 (2015). It requires that children and NMDs in out of home care shall be placed according to their gender identity if the child/NMD so desires per WIC 16006, WIC 16001.9(a)(24), H&S Code 1502.8.

[All County Letter 16-82](#) – Outlines the reproductive and sexual health care and related rights of youth and **Non-Minor Dependents (NMDs)** in foster care.

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

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

[Health and Safety Code section 1502.8](#) – Requires the Department of Social Services to adopt regulations consistent with the new personal right of minors and NMDs in foster care to be placed in out-of-home care according to their gender identity, regardless of the gender or sex listed in their court or child welfare records.

[Title 22, Division 6, Chapter 9.5, Section 89377](#) – States that a caregiver is responsible for applying the **Reasonable and Prudent Parent Standard** and what factors to consider.

[California Department of Social Services \(CDSS\), All County Information Notice \(ACIN\) I-20-08](#) - References and incorporates current and new legal requirements regarding health records for foster children, access to foster child's PHI by CSWs, documentation of PHI in CWS/CMS, and restrictions on sharing PHI gathered by DCFS.

California Health and Safety Code § 1502.8

Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. V1232g; 34 CFS Part 99)

[Welfare and Institutions Code \(WIC\) Section 16001.9 \(a\)\(1-41\)](#) - States that all children placed in foster care, either voluntarily or after being adjudged a ward or dependent of the juvenile court pursuant to Section 300, 601, or 602, shall have the rights specified in this section. These rights also apply to non-minor dependents in foster care, except when they conflict with non-minor dependents' retention of all their legal decision making authority as an adult.

[Welfare and Institutions Code section 16001.9\(a\)\(24\)](#) – Affords the right of all minors and non minors in foster care to be placed in out-of-home care according to their gender identity, regardless of the gender or sex listed their court or child welfare records.

[Welfare and Institutions Code section 16006](#) – Requires that all children and NMDs in out-of-home care be placed according to their gender identity, regardless of the gender or sex listed in their court or child welfare records.

[Welfare and Institutions Code \(WIC\) Section 16013 \(a\)\(b\)](#) - States that all persons engaged in providing care and services to foster children, including, but not limited to, foster parents, adoptive parents, relative caregivers, and other caregivers contracting with a county welfare department, shall have fair and equal access to all available programs, services, benefits, and licensing processes, and shall not be subjected to discrimination or harassment on the basis of their clients' or their own actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status. (b) Nothing in this section shall be interpreted to create or modify existing preferences for foster placements or to limit the local placement agency's ability to make placement decisions for a child based on the child's best interests.

California Health and Safety Code § 1522

California Health and Safety Code § 15422.41(c)(1)(H)(I)(K)

California Health and Safety Code § 1522.41(c)(2)(G)(I)

California Health and Safety Code § 1522.41(d)(3)(5)

California Health and Safety Code § 1529.2(b)(5)-(6);(c)(2)

California Health and Safety Code §1563(c)(5);(d)(6)(13)

[Back to Top ^](#)

Exhibit A-6 Communication Campaign 6 Places to Share Your Personal Pronouns Infographic

Become a pro at pronouns!

6 Places to Share Your Personal Pronouns

1 **Your email signature**

Try adding your pronouns to your email signature lines, so that all folks you correspond with will be in the know. This is especially helpful when corresponding with someone who goes by a gender-neutral name like 'Taylor' or 'Alex'.

2 **Business cards**

Business cards are meant to provide your contact information and convey the overall image of your organization, so why not include your pronouns? This can help create lasting first impressions!

3 **Social Media Bio**

Consider adding your pronouns to your social media bios, or even your standard bio. This will help convey not just your experience and achievements, but your whole self to the reader.

4 **During introductions**

Sharing your pronouns during introductions is a great way to eliminate confusion right up front. Share them anytime you're meeting someone new. "Hi, my name is Sally and I go by she/her pronouns. How about you?"

5 **Anytime you speak in front of people**

Presenting a speech at a conference? Leading an upcoming workshop? This a great opportunity to share your pronouns and demonstrate your commitment to creating equitable spaces for everyone.

6 **Virtual meeting sign-in**

Now that a lot of our day-to-day work has gone virtual, you have another opportunity share your pronouns by adding them after your name in your log-in. This way when using Microsoft Teams, Zoom, WebEx or others, your pronouns will appear alongside your name in your profile.

Using someone's correct personal pronouns is a way to respect them and create an inclusive environment, so get out there and start sharing your personal pronouns too!

Building a Better Tomorrow

RESPECT

Diversity

Ask! Don't assume

INC LUS ION

acceptance

SHOW YOU CARE

YOU CAN DO THIS



Exhibit A-7 Los Angeles County Department of Human Resources Transgender Awareness Glossary of Terms



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)

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

PRICING SHEET

LGBTQIA2S+ Tailored Services to Youth

The undersigned offers to provide LGBTQIA2S+ Tailored Services to Youth, their parents, legal guardian and/or resource parent(s) set forth in RFP 23-4-001. I agree that if the County of Los Angeles Board of Supervisors accepts my proposal, I will commence services immediately following contract execution. I agree to provide the specified services for the County of Los Angeles, Department of Children and Family Services in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

Table A	BASE RATE	
	Type	FLAT RATE
	Includes:	
	In-Person/Virtual Visit (two visits per month)	
	Case Management and Case Consultation(s)	
	Monthly Referral Log	
	Intake Assessment and Report	
	Three Quarterly Reports	
	Closing Report	<u>\$1055.00</u>
	1x Monthly Coaching Network/Meeting	
	Training and Supervision for Staff and Volunteers	
	Program Monitoring and Evaluation	
	Program Education Services	
	Other Indirect Costs	
Table B	RATE FOR DIRECT SERVICES	
	TYPE	HOURLY RATE
	Administrative Support (paperwork, referrals and linkage)	<u>\$ 24.00</u>
	Individual Counseling	<u>\$ 72.00</u>
	Family Counseling	<u>\$ 72.00</u>
	Group Counseling/Support Groups	<u>\$ 37.00</u>
	Substance Abuse Counselor	<u>\$ 72.00</u>
	Intimate Partner Violence/Domestic Violence Counselor	<u>\$ 72.00</u>
	Education/Career Services	<u>\$ 30.00</u>
	Well-Being/Life Skills	<u>\$ 30.00</u>
	Parent/Caretaker/Family/Support Team Training	<u>\$ 30.00</u>
	Faith Based Services	<u>\$ 30.00</u>
	Child and Family Team Meetings (3 hour max)	<u>\$ 60.00</u>

Table C	RATE FOR PRIDE EVENTS	
	TYPE	FLAT RATE
	Per Event (two event maximum)	\$ 125/event
Table D	RATE FOR AUXILIARY FUNDS	
	TYPE	FLAT RATE
	AUXILIARY/EMERGENCY FUNDS	\$ 110.00 (one time)

The LGBTQIA2S+ Tailored Services to Youth program is a 12-month and 150 participant program. The budget consists of the monthly base rate (\$1055) plus monthly direct services (\$690) to be less than or equal to \$1745 a month per participant. Participants will additionally be entitled to participate in two pride events in the 12 month time frame with each event rate at \$125 per event, \$250 maximum. Participants are also entitled to receive a one-time payment of \$110 to assist with additional and/or emergent needs.

Budget not to exceed:

FY 2024-2025 : \$1,066,667
(MAR 1 to June 30)

FY 2025 - 2026 \$3,200,000
(July 1 to June 30)

FY 2026-2027 \$3,200,000
(July 1 to June 30)

FY 2027-2028 \$3,200,000
(July 1 to June 30)

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

LINE ITEM BUDGET AND BUDGET NARRATIVE

(*Number of Referrals Not Guaranteed)

LINE-ITEM BUDGET SAMPLE

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary	Months	Total
Contract Program Coordinator	_____	\$ _____	\$ _____	\$ _____	\$ _____
Contract Program Navigator	_____	\$ _____	\$ _____	\$ _____	\$ _____
Counselor/Therapist	_____	\$ _____	\$ _____	\$ _____	\$ _____
Substance Abuse Counselor	_____	\$ _____	\$ _____	\$ _____	\$ _____
Intimate Partner Violence Counselor	_____	\$ _____	\$ _____	\$ _____	\$ _____
Other		\$ _____	\$ _____	\$ _____	\$ _____
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 \$ _____
Management Overhead (Specify) \$ _____
Other (Specify) \$ _____

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST

PROFIT (Please enter percentage: %) \$ _____

TOTAL MONTHLY COSTS \$ _____

TOTAL MONTHLY COSTS \$ _____ x 12 months = **Annual Costs of \$** _____ *

Table 2: Fixed Fee for Services (Direct Services)

Administrative Support (paperwork, referrals and linkage) \$ _____
Individual Counseling \$ _____
Family Counseling \$ _____
Group Counseling \$ _____
Support Group \$ _____
Mentorship Services \$ _____
Substance Abuse/Use Counseling \$ _____
Intimate Partner Violence/Domestic Violence Services \$ _____
Crisis Intervention/Suicide Prevention (referrals and linkages) \$ _____
Education and Career Services \$ _____
Well-Being and Life Skills Services \$ _____
Health and Medical Services \$ _____
Housing Resources and Services \$ _____
Support Training \$ _____
Faith Based Services (referral and linkage) \$ _____
Child Family and Team Meetings \$ _____

TOTAL FOR FIXED FEE FOR SERVICE COSTS \$ _____

Table 3: Fixed Fee for Services (Rate for Pride Events)

Per Event (two event maximum) \$ _____

TOTAL FOR FIXED FEE FOR SERVICE COSTS \$ _____

Table 4: Cost Reimbursement (Auxiliary Funds)

Auxiliary/Emergency Funds \$ _____

TOTAL FOR AUXILIARY FUNDS COSTS \$ _____

Total Annual Costs: \$ _____
Total Annual Budget \$ _____
Direct Services: \$ _____
Rate for Pride Events \$ _____
Auxiliary Funds \$ _____
Total Annual Tailored Services \$ _____

LGBTQIA2S+ Tailored Services BUDGET NARRATIVE

Proposers are allowed to develop their budget narrative in a manner that they believe best reflects and supports the Line Item Budget of their proposal. However, all proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs.

The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. There is no recommendation for page length.

Specifications:

DIRECT COST

Provide an explanation for purpose and particulars associated with each classification listed in the "Salaries and Wages" section of the Line Item Budget and explain their benefit to this program. All benefits to be provided in addition to Medical, Dental, and Life Insurance should be listed as well as the Monthly Cost per FTE. For all benefits, specify amounts paid by the employer, the employee and the total monthly premium.

For all items detailed under "Services and Supplies", provide an explanation for their need and/or how it benefits the program. Computations associated with these costs should be explained and provided. The following costs are not allowable under any circumstances: bad debts, contingency provisions, contributions and donations, fines and penalties, fundraising activities, and interest expenses (unless expressly allowed by federal guidelines). Regarding Insurance, provide annual total costs for each Insurance type/coverage. For further clarification, see Sample Contract, Sub-paragraph 8.29, Insurance Coverage.

INDIRECT COST

All details and computations associated with indirect costs should be explained. Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs, unless the agency has a federally approved indirect cost rate letter of over ten percent (10%), which should be submitted along with their proposal.

For purpose of the solicitation process, the budget shall be calculated based on an assumption of 150 participants per contract year. Proposer shall calculate their contract budget as follows:

The LGBTQIA2S+ Tailored Services to Youth program is a 12-month and 150-participant program. The budget consists of the monthly base rate (\$1055) plus monthly direct services (\$690) to be less than or equal to \$1745 a month per participant. Participants will additionally be entitled to participate in two pride events in the 12 month time frame with each event rate at \$125 per event, \$250 maximum. Participants are also entitled to receive a one-time payment of \$110 to assist with additional and/or emergent needs.

COUNTY'S ADMINISTRATION

CONTRACT NO 23-04-XXX

COUNTY PROGRAM MANAGER:

Name: Jessica Brown

Title: County Program Manager

Address: 510 s. Vermont Avenue, 10th Floor
Los Angeles, CA 90020

Telephone: 323-821-3578

Facsimile: NA

E-Mail Address: brownj@dcfs.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: @dcfs.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION (SOI). THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No: _____

Non-Employee Name: _____

GENERAL INFORMATION

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

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

SELECTED AGENCIES WILL PROVIDE SERVICES IN THE PLANNING AREAS LISTED BELOW

SERVICE PLANNING AREA	SUPERVISORIAL DISTRICT	AGENCY (CONTRACTOR)	CONTRACT AMOUNT	MAXIMUM CONTRACT BUDGET FOR ALL CONTRACTS
1	5	Penny Lane Centers	\$400,000	\$3,200,000
2	3, 5	Penny Lane Centers	\$400,000	
3	1, 4, 5	Los Angeles LGBT Center	\$400,000	
4	1, 2, 3	Los Angeles LGBT Center	\$400,000	
5	2, 3, 4	Los Angeles LGBT Center	\$400,000	
6	1, 2, 4	Los Angeles LGBT Center	\$400,000	
7	1, 4	Penny Lane Centers	\$400,000	
8	2, 4	Penny Lane Centers	\$400,000	