



Board of Supervisors Family & Social Services Cluster Agenda Review Meeting

DATE: March 5, 2025

TIME: 1:30PM

MEETING CHAIRS: Monica Banken, 5th Supervisorial District

CEO MEETING FACILITATOR: Claudia Alarcon

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

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. **Board Motion(s):**
 - a. **SD-5** • Commemorate the 10th Anniversary of Quality Start Los Angeles.
- IV. **Presentation/Discussion Items:**
 - a. **Probation Department/ Department of Public Health/ Department of Mental Health/ Youth Commission/ Children and Family Services (DCFS):** Los Angeles County Child Trafficking Leadership Team Report.
 - b. **DCFS:** Recommendation to Award Contracts to Provide Recruitment, Retention and Support Services for Prospective and Affirming LGBTQIA2S+ Resource Parents.
- V. **Public Comment**
- VI. Standing item(s) and those continued from a previous meeting of the Board of Supervisors or from a previous FSS Agenda Review meeting.

VII. Adjournment

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE FAMILY & SOCIAL SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL ADDRESS AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

Family_Social_Services@ceo.lacounty.gov

MOTION BY SUPERVISOR KATHRYN BARGER
2025

MARCH 18,

COMMEMORATE THE TENTH ANNIVERSARY OF QUALITY START LOS ANGELES

Quality Start Los Angeles is Los Angeles’ countywide Quality Improvement System (QIS), part of a larger state and national movement designed to empower early learning providers to build upon and improve the quality of care they provide to children ages birth to five.

Los Angeles County began QIS implementation as part of an opportunity to expand high-quality early learning opportunities for children through California’s Race to the Top-Early Learning Challenge (RTT-ELC) in 2012. In 2014, the two distinct systems that had resulted from RTT-ELC were merged to create one countywide QIS structure, which was branded as Quality Start Los Angeles (QSLA).

QSLA is designed to enhance early learning that strengthens families and nurtures the whole child by empowering early educators and maximizing resources through an integrated county-wide system of quality improvement supports. It is led by a consortium of six early learning agencies: Los Angeles County Office of Education, First 5 LA, Child Care Alliance of Los Angeles, Office for the Advancement of Early Care and Education, PEACH (Partnerships in Education, Articulation, and Coordination in Higher Education), and the L.A. County Child Care Planning Committee.

QSLA is founded on the belief that all children deserve the opportunity to learn and grow in a caring, nurturing, stimulating, developmentally appropriate environment where their differences are celebrated and their culture, family structure, language, racial identity, gender identity, abilities and disabilities, religious beliefs, and economic status are embraced.

QSLA is committed to enhancing the quality of early learning centers and family child care homes that participate voluntarily in its quality improvement program by meeting the diverse needs of early educators through professional development, specialized

-MORE-

MOTION

SOLIS _____

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virtual and in-person trainings, individualized program supports, and access to cutting-edge resources and funding opportunities. QSLA's coaching takes a strengths-based approach and is built upon Practice-Based Coaching, Reflective Practice, and Servant Leadership strategies that support early learning professionals in their program and career development.

In addition, QSLA partners with families by providing them with tools and resources to understand the elements of a quality program for their child, how to be involved in their child's early learning journey and how to select a program that is right for them. QSLA also encourages families and communities to support children's bilingual development and recognize the value of their home language through the expansive, countywide "Two Languages, Twice the Opportunities" campaign that recognizes being multilingual is a superpower that can lead to improved academic and social emotional abilities, more career opportunities, and better financial outcomes in children's lives.

In 2023-24, the most recently completed program year, QSLA served 1,235 early learning providers, including 770 centers and 465 family child care homes, which in turn provided high-quality early care and education to 44,442 children from birth to five. Over the past decade of service, together with committed early educators, families and partners, the QSLA consortium has nurtured, educated, and empowered hundreds of thousands of young learners, setting them on a path toward lifelong success.

I, THEREFORE, MOVE that the Board of Supervisors:

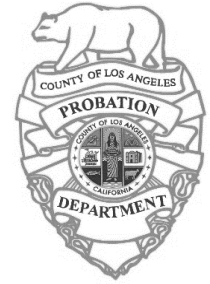
1. Commemorate the tenth anniversary of Quality Start Los Angeles, commending all enrolled early learning providers for their voluntary participation, a testament to their steadfast commitment to providing high-quality early learning services to children and families.
2. Acknowledge the six QSLA consortium partners—Los Angeles County Office of Education, First 5 LA, Child Care Alliance of Los Angeles, Office for the Advancement of Early Care and Education, PEACH (Partnerships in Education, Articulation, and Coordination in Higher Education), and the L.A. County Child Care Planning Committee—for their decade of dedication to elevating the standards of early childhood education across Los Angeles County so all children enter kindergarten prepared to succeed in school and in life.
3. Invite early learning providers to reach out to Quality Start Los Angeles for more information or to apply to participate by visiting the website at qualitystartla.org.

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COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2513



GUILLERMO VIERA ROSA

Chief Probation Officer

April 1, 2025

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn

FROM: Guillermo Viera Rosa 
Chief Probation Officer

SUBJECT: **LOS ANGELES COUNTY CHILD TRAFFICKING LEADERSHIP TEAM
REPORT**

The last report to the Board from the Los Angeles County Child Trafficking Steering Committee was provided on October 1, 2024, which addressed the Five-Year Strategic Plan to Prevent and Address Child Trafficking among other initiatives. The current Child Trafficking Leadership Team (CTLT) report will cover the following updates:

1. CTLT Overview, Guiding Principles and Approach, and Strategic Plan Integration
2. Strategic Plan Subcommittees and Year One Priorities

1. CTLT OVERVIEW, GUIDING PRINCIPLES AND APPROACH, AND STRATEGIC PLAN INTEGRATION

CTLT Overview

On August 6, 2024, the Board adopted a motion establishing a new reporting and accountability structure for the Five-Year Strategic Plan to Prevent and Address Child Trafficking (Strategic Plan) and created the CTLT. Since then, the CTLT has met monthly with partners from all required agencies and entities. In the first six months of implementation, the CTLT has focused on establishing subcommittees, developing detailed implementation plans that outline specific tasks, deliverables, budgets, and timelines for the Strategic Plan Year One priorities, and engaging with stakeholders and partners. To this end, the CTLT is actively collaborating with County agencies to align efforts and maximize resources as set forth in the Strategic Plan. To date, the CTLT has engaged with Tamara Hunter, Interim Executive Director of the LA County Prevention &

Promotion Systems Governing Committee, on the Mandated Supporting Initiative; Fernando Reyes from the Department of Consumer and Business Affairs Office of Labor Equity on labor trafficking; and Dr. Erika Reynoso from the LA County Department of Mental Health's Prevention and Child Wellbeing Bureau on services and supports for Transition Age Youth (TAY). The CTLT will continue collaborating with various county and community agencies throughout the year.

Guiding Principles and Approach

The CTLT recognizes trafficking as a public health issue affecting individuals, families, and communities. A public health approach addresses risk factors that make individuals vulnerable to trafficking while promoting protective factors that reduce those risks. It also shifts away from reliance on juvenile justice and child welfare systems by emphasizing prevention and community-based services and supports.

The CTLT's overall efforts to prevent and address child trafficking will focus on three levels of prevention: **primary prevention** to stop trafficking before it occurs, **secondary prevention** to provide immediate trauma-informed responses when trafficking happens, and **tertiary prevention** to prevent re-exploitation while supporting long-term healing. Through the subcommittees described below, the CTLT will work closely with communities, youth, families, lived experience experts, and a wide range of partners, including schools, healthcare providers, social services, law enforcement, businesses, and faith-based organizations. By strengthening multidisciplinary partnerships, the County can expand resources and improve responses for those at risk or impacted by trafficking.

Strategic Plan Integration

In the October 6, 2024, report to the Board on the Strategic Plan, two separate plans were presented—one addressing Commercial Sexual Exploitation (CSE) and the other focusing on labor trafficking, including forced criminality. In response, the Board requested, and the CTLT committed to, integrating both plans to ensure a more comprehensive approach to human trafficking in Los Angeles County.

A public health approach to violence recognizes that different forms of trafficking—both sex and labor — can be interconnected in some cases and often stem from common root causes such as poverty, racial and gender-based discrimination, family separation, and childhood trauma. The intersections between trafficking, child abuse, domestic violence, and sexual violence are complex, with many victims experiencing multiple forms of harm. By integrating these strategies, the County aims to address trafficking more holistically and effectively.

As noted in the Strategic Plan, while there is some intersectionality among youth experiencing CSE and labor trafficking, more learning and capacity building is needed in order to fully understand the scope and dynamics of labor trafficking in Los Angeles

County, as well as to appropriately tailor services and supports to meet the needs of youth with this experience. As the County undertakes this work over the next five years, we aim to apply the lessons learned from CSE prevention and intervention efforts from the last decade, to build on what has worked well, and to avoid replicating mistakes and minimizing unintended harm in the way we identify and serve youth and families impacted by labor trafficking.

In some areas, integration of sex trafficking and labor trafficking efforts will be more straightforward and is already beginning, such as with respect to expanding training, resource mapping, and broadening community-based outreach and partnerships. In others, more learning and research is needed, such as identifying specific types of services needed and currently available, identifying gaps in knowledge and skills needed to effectively serve youth and families, and determining the appropriateness and types of system responses. Additionally, the subcommittees are undertaking further work to determine how existing policies, protocols and practices might be adapted to serve youth and families impacted by labor trafficking, while maintaining the commitment outlined in the Strategic Plan of avoiding separating families and serving youth and families in their communities, rather than in the child welfare and probation systems.

2. STRATEGIC PLAN SUBCOMMITTEES AND YEAR ONE PRIORITIES

To advance this work, the CTLT has established three subcommittees, which have begun meetings to address key priorities defined in the Strategic Plan. These subcommittees have engaged community members and individuals with lived experience to participate in the subcommittees to ensure diverse perspectives are included in the prioritization, decision-making, implementation, and evaluation of the subcommittee deliverables. Also, all identified priorities will be analyzed to guard against net widening to the child welfare and juvenile justice systems, reducing further harm, and ensuring youth and families access to services without fear of collateral consequences (e.g., immigration-related familial separation, deportation, etc.) that might deter people from reaching out for support.

Below is an overview of the three subcommittees and their Year One priorities that have been preliminarily defined.

Education and Awareness Subcommittee – Lead by the Department of Public Health (DPH) and Los Angeles County Office of Education (LACOE)

The Education and Awareness subcommittee year one priorities will focus on identification and/or development of inclusive human trafficking curricula to be piloted in select schools, which will include training components for students, educators, other identified school staff, parents and caregivers. The curricula will address the prevention of commercial sexual exploitation and labor trafficking of children, including trafficking for forced criminality.

Selection of curricula presents certain challenges given that most curricula used throughout the U.S. focus only on child sex trafficking and few curricula are structured for delivery to all three stakeholder groups. The committee, which includes several trafficking education experts, is reviewing a list of curricula put together by California's Preventing and Addressing Child Trafficking (PACT) program, with subcommittee members examining modules and bringing them to the committee for discussion and consideration. The committee is enlisting the assistance of other local and state experts that include colleagues, survivor leaders, and are incorporating lessons learned from other jurisdictions that have worked on child labor and sex trafficking, including Oakland Unified School District and the Minnesota Department of Health. Currently, the committee anticipates developing at least a portion of the curriculum rather than adopting an existing one, including the creation of online video modules to enhance accessibility for parents and caregivers with busy schedules.

The subcommittee has selected Antelope Valley as the target area for pilot training. Antelope Valley given its small population, limited number of school districts, and its general lack of violence prevention and intervention services combined with its rural location and economically disadvantaged population. Challenges that may arise in Antelope Valley, include opposition to comprehensive sex education, which is a crucial component of trafficking prevention education, as it enables youth to understand bodily autonomy and consent.

Year one priorities will also include support to schools by LACOE in the development of a school safety protocol to assist in the (1) identification of students that may be experiencing trafficking or have an increased risk for trafficking, (2) ensure educators and other staff comply with mandatory reporting laws, (3) ensure the safety of students, educators, and other staff when reporting human trafficking and other forms of violence, and (4) help students connect to service providers and/or programs intended to reduce further exposure to violence and victimization.

Community Resources and Services Subcommittee – Lead by the CTLT Coordinator and the National Center for Youth Law (NCYL)

The Community Resources & Services Subcommittee was launched on December 10, 2024, for an initial meeting to review the Strategic Plan areas and recommendations for Year One priorities. The larger subcommittee met on February 3, 2025, and was facilitated by the CTLT Coordinator and NCYL. Committee members include: Lived experience experts, Alliance for Children's Rights, Court Appointed Special Advocates, Coalition to Abolish Slavery and Trafficking (CAST), Department of Labor Los Angeles LGBT Center, Optimist, Olive Crest, Para Los Ninos, Saving Innocence, There is Hope Foster Family Agency, Vista Del Mar, Young Women's Freedom Center, ZOE International, Sunita Jain Anti-Trafficking Initiative, PACT Program, Los Angeles County Probation Department (Probation), Department of Children and Family Services (DCFS), Youth Commission, DPH, Department of Mental Health (DMH), Department of Health Services (DHS), and the Department of Youth Development (DYD).

The goals of this subcommittee are to: (1) continue to center youth, family and community voices in the implementation of the Strategic Plan, (2) bring together and expand the network of community based service providers who are ready and able to support youth and families at risk of or experiencing trafficking, (3) build a community pathway to support outside of the child welfare and juvenile justice system. These are primarily aimed at achieving Strategic Priority Areas 2, 3, 4, and 5 but will feed into all of the areas of the Strategic Plan.

The Year One priorities of the subcommittee include:

Community resource mapping – The subcommittee has already begun and will continue to undergo a process of community resource mapping to identify trusted and vetted service providers in the community in all areas of identified need for youth and families, and to build relationships among those providers. This mapping process will also seek to identify and fill service gaps and opportunities for increasing accessibility to services.

Learning Opportunities - The subcommittee will host learning opportunities highlighting specific programs or areas where gaps in knowledge have been identified among community members and providers to build community capacity to respond to trafficking without system involvement.

Youth, Family & Community Engagement – The subcommittee plans to host community summit(s) to further the community resource mapping by region, as well as to engage youth and other community members through ongoing listening sessions and committee meetings.

Additionally, under the umbrella of the Community Resources and Services subcommittee, three working groups have been established to carry out specific action items within the Strategic Plan.

Commercial Sexual Exploitation of Children (CSEC) Empowerment Event and Listening Sessions – Lead by the Los Angeles County Youth Commission (LACYC)

In support of the Strategic Plan implementation, LACYC hosted their inaugural CSEC Empowerment Event led by Commissioner Brittianna Robinson. The event was held on Saturday, January 25, 2025, at the DMH Vermont-Corridor Building in Los Angeles, CA. The event was focused on uplifting survivors of child trafficking, fostering peer-to-peer development, and empowering youth to become leaders within the CSEC community.

The event featured a powerful keynote speaker, LaToya Green, who shared her insights on transformation and resilience. Attendees also participated in a workshop from the "Becoming Me" curriculum, which focused on guiding young girls and young women through their transition out of exploitation, helping them embrace new healthy

experiences. A highlight of the event was the CSEC Panel, where four women from different generations shared their personal stories, offering a range of perspectives on survival, growth, and empowerment.

The event included a resource fair which brought together 13 vendors, including key County departments such as the DMH, DCFS, and Department of Economic Opportunity (DEO), alongside community-based organizations such as Treasures, Give Mentor Love, the Violence Intervention Program, Qualified Women, Loving Me Unconditionally, RightWay Foundation, and more. To close the event, youth participated in a shopping spree, where they received generous donations, including clothing, jewelry, Love Me Boxes, shoes, hygiene kits, and more from various partner agencies.

The event was a tremendous success, with over 45 youth and approximately 50 supporting guests in attendance. Through a partnership with Probation, girls from the Dorothy Kirby Center and the Los Padrinos Juvenile Hall joined virtually, participating in workshops, listening to the panel discussion, and hearing directly from each tabling guest about the specific services available to them upon release.

In addition to the CSEC Empowerment Event, the LACYC will continue to support the implementation of the Strategic Plan by incorporating child trafficking awareness in their 2025 district listening sessions.

Parent Empowerment Program (PEP) Workgroup – Lead by DMH

Given the emphasis on parent and caregiver supports of the Strategic Plan, Year One will also prioritize a comprehensive review and enhancement of the existing PEP curriculum. This process will involve consulting with previous PEP facilitators and curriculum developers to assess the current structure and determine how to integrate a stronger prevention focus. Through these discussions, the team will explore the need for two distinct curriculum versions, one tailored to prevention efforts and another designed for parents of youth who have already experienced trafficking.

To ensure data-driven improvements, the work group will conduct a thorough review of past PEP exit surveys, analyzing participant feedback to identify strengths and areas for improvement. Additionally, engagement with community partners and parents will be a key focus and be facilitated through surveys and focus groups to gain insight into their top concerns and priorities. Resource mapping will also be conducted across various service areas to determine whether existing parent groups could be leveraged, by enhancing current programs already in place to expand support for parents of both exploited and non-exploited youth.

Also, during Year One, the curriculum will be revised and packaged in both English and Spanish to enhance accessibility. Partnerships with community agencies are being strengthened to support the second-year pilot, which will focus on implementation for both system-involved and non-system-involved youth. These efforts aim to ensure that

parents receive the necessary tools and knowledge to support their children effectively, whether through prevention strategies or interventions for those who have been impacted by trafficking.

Safe Youth Zone (SYZ) Workgroup - Lead by DHS

On June 9, 2020, the Board approved the expansion of the existing SYZ initiative to various law enforcement agencies, medical centers and medical facilities, and other County Departments. SYZ provides a network of temporary havens for any youth who face a potentially threatening situation and need a safe place to go, particularly those in danger from exploitation and other forms of abuse. These youth often have no place to go for assistance and are at risk of returning to unsafe spaces, traffickers, or other situations where they may be subjected to more abuse, neglect, and exploitation.

Efforts to date: Phase One implementation of the SYZ initiative commenced on March 15, 2022, with Probation, DCFS, Los Angeles County Sheriff's Department, DHS, DPH, and DMH, including DMH-operated community mental health sites. Phase Two, which began in May 2022, included expanding the SYZ to the Department of Public Social Services, LA County Fire Department, and LACOE. Phase Three of SYZ began in June 2024 and includes outreach to other County Departments, the City of Long Beach, community clinics, faith-based organizations (FBO), and other potential partners. The County of Los Angeles Library implemented SYZ at all 85 Library facilities and is in the process of finalizing the protocol/policy. Safe Youth Zone was also approved by Long Beach City Council to adopt SYZ for the Long Beach Department of Health and Human Services Ron Arias Health Equity Center and the Office of Youth Development. They are also exploring other youth centers in Long Beach to assist with presentation and implementation for SYZ with these youth centers. Plans are to present to Long Beach City Library, a minimum of three community medical centers and a minimum of three faith-based organizations in LA County by June 30, 2025.

The Strategic Plan goals include expanding the SYZ network to additional county agencies, hospitals, clinics, schools, FBO's, and community-based organizations, as well as creating and distributing signage and quick reference guides, which coincides with the on-going efforts in Phase Three. The SYZ workgroup's Year One priorities will focus on updating the SYZ Poster and Quick Reference Guide, developing a toolkit for non-county organizations, expanding county partnerships to include Parks and Recreation, producing a training video for community partners, and conducting focus groups with system-involved youth, trafficking survivors, the LACYC, and DYD to develop an effective youth-focused messaging strategy.

Systems and Protocols Subcommittee – Lead by DCFS and Probation

The Systems and Protocols Committee was launched on December 10, 2024. The committee members discussed and established consensus on those strategies and goals that would be the focus for the first year of implementation. Committee members

include DCFS, Probation, CAST, PACT, Loyola Law School, DMH, District Attorney's Office, Children's Law Center, Vista Del Mar, Optimist Children and Family Services, LA Dependency Lawyers, and lived experience experts.

The Systems and Protocols Committee will focus on the following three priority areas throughout calendar year 2025:

Policy and Protocol Development: DCFS will update the language in relevant internal policies to be inclusive of all forms of child trafficking: child sex trafficking, child labor trafficking and labor trafficking by forced criminality. Policies that will be taking priority for review and updating include the DCFS Assessment of Exploitation, Child Protection Hotline policy, and the Multi-Agency Response Team policy. In addition, the Desk Guide for Social Workers will be updated to the Child Trafficking Desk Guide for Social Workers to include guidance on assessment of child trafficking and best practices when working with children, youth, and families impacted by all forms of trafficking. The goal by the end of the year is for 100% of all DCFS policies that address trafficking and identified in the first year implementation plan will comprehensively address all forms of trafficking.

Probation is not updating policies at this time in light of the ongoing development of the Mandated Supporting Initiative and in order to allow for additional community engagement about the appropriate approach for youth and families impacted by labor trafficking, however the department is committed to serving youth impacted by all forms of trafficking who come into Probation's care.

Integrated Training/Curriculum Development: The Systems and Protocols Committee will develop and expand comprehensive training on child trafficking for DCFS/Probation staff that is based on a public health prevention approach. Training will be developed to address the specialized needs of under-served populations, including LGBTQ+ youth, foreign-born, immigrant and Native American youth through a culturally responsive and linguistically relevant lens. The goal is to have a Child Trafficking integrated curriculum for DCFS/Probation staff, parents, law enforcement, County agency partners, and community-based entities developed and launched by December 15, 2025.

Education and Awareness training for DCFS/Probation Youth: DCFS currently has a Human Trafficking Training contract with the CAST that will be extended for a fifth and final contract year covering May 1, 2025, through April 30, 2026. A new request for proposal will be released by June 2025, in order to establish a new installment of a Human Trafficking Training contract. The Training Contract will be utilized to support the delivery of human trafficking prevention curriculum to both systems involved, and non-system involved youth, parents and multi-sector partners.

DCFS and Probation will provide prevention education and awareness in an effort to divert youth from becoming victims of trafficking and exploitation. Youth living at home, in placement, transitional housing, and detention facilities will have the opportunity to engage and participate in education and awareness activities. The goal is to launch by August 1, 2025.

The Los Angeles County CTLT will provide the following updates in the next report scheduled for October 2025:

- Integrated Strategic Plan
- Strategic Plan Subcommittee Year One Priority Updates

Should your Board have any questions or require additional information, please contact CTLT Coordinator Michelle Guymon at (323) 797-1598.

GVR:KE:mg

c: Fesia Davenport, Chief Executive Officer
Edward Yen, Executive Office, Board of Supervisors
Dawyn R. Harrison, County Counsel
Lisa H. Wong, PSY.D., Director, Department of Mental Health
Christina R. Ghaly, Director, Department of Health Services
David J. Carroll, Director, Department of Youth Development
Brandon Nichols, Director, Department of Children and Family Services
Barbara Ferrer, Director, Department of Public Health
Tiara Summers, Executive Director, LA County Youth Commission
Family & Social Services/Child Welfare Deputies

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	3/5/2025	
BOARD MEETING DATE	4/1/2025	
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	Execute two new contracts	
PROGRAM	Recruitment, Retention and Support Services for Prospective and Affirming LGBTQIA2S+ and Resource Parents	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current contract with RaiseAChild to provide Recruitment and Retention services, will expire on 4/30/2025.	
COST & FUNDING	Total cost: \$233,333	Funding source: 75 percent Local funds and 25 percent Federal funds
	TERMS (if applicable): 5/1/2025-6/30/2026	
	Explanation: The contract amount for the initial term effective 5/1/25 to 6/30/26 will be \$233,333, funded using 75 percent Local funds and 25 percent Federal funds.	
PURPOSE OF REQUEST	Award two new contracts as a result of a Request For Proposal.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Lesbian, gay, bisexual, transgender, queer and/or questioning, intersex, asexual, and Two-Spirit+(LGBTQIA2S+) youth are overrepresented in foster care and are among the most vulnerable populations of dependent youth. LGBTQIA2S+ youth experience higher incidences of harm, negative health/mental health outcomes, poor safety, well-being, and permanency outcomes, and experience high levels of rejection by their family(ies), caregiver(s), resource parent(s), peers, school personnel, community, etc., which leads to increased risks of suicide, substance use and addiction, further victimization while in care, and homelessness.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Link to ARDI's Equity Lens: https://ceo.lacounty.gov/ardi/ If Yes, please explain how: The contract will recruit, retain, and support resource homes for LGBTQIA2S+ youth who are at higher levels of victimization.	
FAMILY FIRST PREVENTION SERVICES ACT (FFPSA) LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Link to BOS Priorities: https://ceo.lacounty.gov/category/priorities-initiative/ If Yes, please state which one(s) and explain how: RRS supports Priority 1 – Child Protection. The goal of the contract is to recruit, retain, and support resource parents who will provide affirming, safe and loving homes for LGBTQIA2S+ children in Los Angeles County.
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



BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

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HOLLY J. MITCHELL
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Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

April 1, 2025

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 RECRUITMENT,
RETENTION AND SUPPORT SERVICES FOR PROSPECTIVE AND AFFIRMING
LGBTQIA2S+ RESOURCE PARENTS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board’s approval to execute two contracts with the Children’s Bureau of Southern California to provide Recruitment, Retention and Support Services for Prospective and Affirming Lesbian, Gay, Bisexual, Transgender, Queer and Questioning, Intersex, Asexual, and Two-Spirit+ (LGBTQIA2S+) Resource Parents.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute contracts, substantially similar to Attachment A, with the Children’s Bureau of Southern California to provide Recruitment, Retention and Support Services for Prospective and Affirming LGBTQIA2S+ Resource Parents. The term of the contracts will be effective May 1, 2025 through June 30, 2026, with two one-year extension options. The Maximum Contract Sum for the initial contract term will be \$233,333, and if all optional extensions are exercised, the Total Maximum Budget will be \$633,333, financed using 25 percent Federal funds and 75 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 ten 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 execute amendments to the contract for programmatic changes to the Statement of Work, Terms and Conditions and any Exhibits, provided that: a) County Counsel approval is obtained; and b) Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten business days after execution.
5. Delegate authority to the Director of DCFS, or designee, to execute amendments for a contractor assignment and delegation of an agreement resulting from acquisitions, corporate mergers, business decisions or possible changes in ownership, and for contractors' name changes, provided that: a) County Counsel approval is obtained; and b) Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten business days after execution.
6. Delegate authority to the Director of DCFS, or designee, to terminate the contracts 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 improve upon the outcomes for LGBTQIA2S+ children and youth by recruiting LGBTQIA2S+ resource homes and LGBTQIA2S+ affirming resource homes for LGBTQIA2S+ children and youth. Los Angeles County recognizes the unique placement needs of its LGBTQIA2S+ youth in foster care and has been actively promoting the recruitment of affirming resource homes to ensure that stable, affirming and loving homes are available to our youth. The services provided will directly relate to safety, permanency and well-being for foster youth by providing them with safe and loving homes that will provide them with needed care and permanency. This program involves key principles of the Shared Core Practice Model in the engagement, teaming, planning, and tracking of prospective resource families. Retention, recruitment and support services help to ensure that a child, who needs to remain in an out-of-home care setting, resides in a safe home with resource parents that will ensure all of their needs are met, while ensuring the child receives permanency in the event reunification fails for the child. Identifying appropriate and supportive resource families is critical to keeping children safe and providing the

guidance and support to these children with the goal of their becoming successful and independent adults.

The effective date for the new contracts was anticipated to begin on May 1, 2026. However, the Children's Bureau of Southern California was the only agency that submitted responsive proposals in response to the solicitation. The current contract will terminate on April 30, 2025. As such, the effective date of the new contract with the Children's Bureau of Southern California will be May 1, 2025.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services are consistent with the Countywide Strategic Plan North Star 1 – Make investments that transform lives; Focus Area Goal A, Healthy Individuals and Families by ensuring child safety and well-being. More specifically, to expand care capacity that supports the physical health, mental health, and well-being of individuals across the life course continuum; Focus Area Goal D, Support Vulnerable Populations by increasing our residents' self-sufficiency, prevent long-term reliance on the County's social safety net, and prevent involvement with the County's foster, juvenile justice, and adult justice systems.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for the initial contract term will be \$233,333, financed using 25 percent Federal funds and 75 percent Local funds. Funding is included in the Department's Fiscal Year (FY) 2024-25 Final Adopted Budget, and will be included in subsequent FY budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Los Angeles County is responsible for the daily care of nearly 15,000 children and youth whose homes of origin have been deemed unfit or unsafe by the Juvenile Dependency Court. For some minors, this ruling will be permanent, resulting in hundreds of children waiting to be adopted by loving families. The majority, however, will reunify with their families after time spent in out-of-home care. Foster parents, now known as resource parents in the State of California (State), provide the majority of this care. Individuals interested in becoming resource parents must successfully complete the State's Resource Family Approval (RFA) process, which requires rigorous background checks, training, and home visits. Applicants can spend upwards of one year completing just the home study requirements.

In general, there has been a national downward trend in the retention rate of prospective resource parents. In order to have a greater impact on the recruitment of prospective resource parents to provide affirming resource homes for LGBTQIA2S+ youth in foster care, DCFS has determined that a more effective strategy to expand

recruitment efforts for LGBTQIA2S+ youth is through a Request for Proposal (RFP) solicitation process.

A survey of community resources completed by DCFS revealed that other community agencies with the capacity to recruit resource parents for LGBTQIA2S+ youth exist. The new contract will prevent a lapse in services for these youth.

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.

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

CONTRACTING PROCESS

On September 30, 2024, DCFS released a RFP to solicit proposals to provide recruitment, retention and support services for prospective and affirming LGBTQIA2S+ resource parents. The RFP announcement was posted on the Internal Services Department and DCFS websites. The solicitation was also advertised in eight community newspapers from September 22, 2024 to October 10, 2024. The Mandatory Virtual Proposers' Conference was held on November 4, 2024, via Microsoft Teams. The proposals were due on December 4, 2024, and three proposals from two different agencies were received by the due date. The two agencies that submitted proposals were the Children's Bureau of Southern California and Preserving the Culture for All, to provide services in the two regions, North and South. The Responsiveness Review was completed on December 9, 2024. However, the proposal submitted by Preserving the Culture for All was found to be non-responsive.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

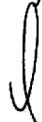
Approval of the current recommendations will allow the Department to: 1) Increase and expand outreach efforts to LGBTQIA2S+ communities and allies with the goal of recruiting potential resource homes for LGBTQIA2S+ youth and non-minor dependents; 2) Provide focused outreach with transgender community leaders and partners to ensure transgender applicants feel included and welcomed; 3) Increase the number of LGBTQIA2S+ applicants and LGBTQIA2S+ affirming applicants interested in becoming a resource family; 4) Increase the number of LGBTQIA2S+ resource families and LGBTQIA2S+ ally resource families who successfully complete the RFA process; 5) Increase focused support and training to resource families that are providing care to LGBTQIA2S+ youth; and 6) Demonstrate retention of resource families providing care to LGBTQIA2S+ youth.

Honorable Board of Supervisors
April 1, 2025
Page 5

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:JF:CMM:RW
LTI:CP:MP:em

Attachments

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

**FOR RECRUITMENT, RETENTION, AND SUPPORT SERVICES FOR PROSPECTIVE AND
AFFIRMING LGBTQIA2S+ RESOURCE PARENTS**

CONTRACT NUMBER 24-04-024

ASSISTANCE LISTING NUMBER 93.658

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Sheet
- C** Line-Item Budget and Budget Narrative
- D** County’s Administration
- E** Contractor’s Administration
- F** Form(s) Required at the Time of Contract Execution
- F1-IT** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

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UNIQUE EXHIBITS

H Forms Required at the Completion of The Contract Involving Intellectual Property Developed-Designed By Contractor

H1 Individual's Assignment and Transfer of Copyright

H2 Assignment and Transfer of Copyright

SB 1262 NONPROFIT INTEGRITY ACT OF 2004

I Charitable Contributions Certification

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

J Information Security and Privacy Requirements

K Auditor-Controller Contract Accounting and Administration Handbook

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR
FOR
RECRUITMENT, RETENTION, AND SUPPORT SERVICES FOR
PROSPECTIVE AND AFFIRMING LGBTQIA2S+ RESOURCE PARENTS**

This Contract (“Contract”) made and entered into this ___ day of _____, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and _____, hereinafter referred to as “Contractor”. Contractor is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for application design, development, maintenance and support services (the “Services”) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing the Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for the Services; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through 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 Forms Required at the Time of Contract Execution
- Exhibit F1-IT Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

- Exhibit H Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
- Exhibit H1 Individual's Assignment and Transfer of Copyright
- Exhibit H2 Assignment and Transfer of Copyright
- Exhibit I Charitable Contributions Certification
- Exhibit J Information Security and Privacy Requirements
- Exhibit K Auditor-Controller Contract Accounting and Administration Handbook

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 **Change Order:** Any changes requested after review or approval and acceptance of the delivery are deemed outside the Statement of Work.
- 2.1.3 **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.
- 2.1.4 **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.
- 2.1.5 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.7 **County's Program Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 **County's Contract Program 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.
- 2.1.8 **County's Program 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.
- 2.1.9 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 **Department:** The County of Los Angeles Department of Children and Family Services, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 **Director:** Director of Department of Children and Family Services or his or her authorized designee.
- 2.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special

provisions pertaining to the method, frequency, manner, and place of performing the contract services.

2.1.15 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.16 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will commence on May 1, 2025 through June 30, 2026, after execution by County's Board, or the date of execution by the Director of DCFS or his designee, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to two additional one (1) year extensions, for a maximum total Contract term of three years. Each such extension option may be exercised at the sole discretion of the Board or Director or their designee as authorized by the Board.

4.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

4.5 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its

best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The parties agree that this is a firm-fixed price contract with a Maximum Contract Sum of \$233,333 for both regions, North and South Regions, payable by County to Contractor for Recruitment, Retention, and Support Services for Prospective and Affirming LGBTQIA2S + Resource Parents under this Contract. Contractor will provide services at the rates identified in Exhibit C (Line-Item Budget).

5.1.2 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit C, Line-Item Budget and Budget Narrative herein referred to as "Budget." The line items shall 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 shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

5.1.3 Contractor has prepared and submitted to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.

5.1.4 The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

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

Technology (“IT”) assets to complete the Services shall be disclosed by Contractor to County for its prior approval within two (2) business days of onboarding, shall execute the Department’s Non-Disclosure Agreement (“NDA”), and shall comply with the Confidentiality provisions set forth in Paragraph 8.6 of this Contract.

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 Department at the address herein provided in Exhibit D (County’s Administration).

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

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

5.5 Invoices and Payments

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

5.5.2 The Contractor’s invoices must be priced in accordance with Exhibit C (Line-Item Budget). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

5.5.4 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
1933 S. Broadway Street, 7th Floor
Los Angeles, CA 90007
Attention: Bedrae Davis, County Program Manager

5.5.5 County Approval of Invoices

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

5.5.6 Preference Program Enterprises - Prompt Payment Program (if applicable)

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

5.5.7 Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line-item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the CPM.

5.5.8 The Contractor shall provide the County with monthly invoices for all services provided pursuant to this contract within 30 days of the last day of the month in which the services were rendered. These services shall not exceed the frequency or duration of services initially approved unless modified in writing by the CPM or designee.

5.5.9 Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last

day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall 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 shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

- 5.5.10** In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.5.11** 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 CPM, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier. In the event of errors and discrepancies, DCFS shall require a Corrective Action Plan in order to mitigate further errors in invoicing.
- 5.5.12** Contractor shall not be paid for expenditures beyond the Maximum Contract Sum, and the Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.
- 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 report, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.14** The CPM shall provide the Contractor with a final written report listing any deductions to be eliminated from the invoice, including specific

services not rendered, the date of service, the amount of the deduction and the reason for the deduction.

- 5.5.15** County Approval of Invoices. All invoices submitted by the Contractor for payment must have written approval of the CPM prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonable withheld.
- 5.5.16** The CPM (or designee) shall review the Contractor's invoice within 30 days of receipt of the invoice and notify the Contractor of any discrepancies noted on the invoice in writing. The Contractor shall be provided seven business days to provide any additional documentation to address the discrepancies.
- 5.5.17** Use of Donated Funds. Contractor shall not commingle funds paid by County to the Contractor for the purchase of goods or provisions of services performed pursuant to this Contract with any other funds, regardless of the source of those other funds. If Contractor uses any donated funds to pay for any expenses related to the purchase of goods or services performed pursuant to this Contract, then the Contractor shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The contractor shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records shall conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of the Office of Management and Budget (OMB) Super Circular, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit K).

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's 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.

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 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 County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's 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 to Exhibit E (Contractor's Administration), as changes occur.

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 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 staff 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 staff's County ID badge to the County on the next business day after the staff has terminated employment with the Contractor.

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

7.5 Background and Security Investigations

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 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.

7.5.3 These terms will also apply to subcontractors of County contractors.

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, as determined by County

in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director DCFS or their designee OR it may have to be executed by the Board.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and County.
- 8.1.3** The Director or their designee or Board, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and County.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in

payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or

subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

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

8.9 Conflict of Interest

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

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor’s

minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- 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.

- 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.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- 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.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor 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/safely-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

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 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.

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

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

County of Los Angeles
Department of Children and Family Services
1933 S. Broadway Street, 7th Floor

Los Angeles, CA 90007

Attention: Bedrae Davis, County Program Manager

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to 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 must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 Unique Insurance Coverage

- **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.

- **Professional Liability-Errors and Omissions**

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

- **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.

- **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.

- **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 Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from

the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$500 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 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 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 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/safely-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 or 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 7921 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:

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

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, 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 of Los Angeles County, then, at the County’s option, the Contractor will pay the County for travel, per diem, and other costs incurred by the

County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 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 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 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:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor 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

1933 S. Broadway Street, 7th Floor

Los Angeles, CA 90007

Attention: Bedrae Davis, County Program Manager

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:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as 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:

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the

event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

8.44.3 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:

- 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this 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 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 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 Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 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 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

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

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

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that

neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

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

9.2 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, must 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 (5) years thereafter, the Contractor must 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 must 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.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must 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, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- 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 Data Destruction

Contractor(s) that have maintained, processed, or stored the 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) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) 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. Contractor(s) 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 indecipherable.

9.5 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 I (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](#))

9.6 Local Small Business Enterprise (LSBE) Preference Program

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

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

9.6.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of

influencing the certification or denial of certification of any entity as a LSBE.

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

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Social Enterprise (SE) Preference Program

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

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

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

9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such

certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

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

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

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

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

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

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

9.9 Contractor Protection of Electronic Information

9.9.1 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).

9.9.2 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.

9.9.3 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.

9.9.4 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.

9.9.5 Refer to Exhibit J for additional Storage and Transmission of County Information requirements.

9.10 Contractor Alert Reporting Database (CARD)

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

9.11 Child Abuse Prevention Reporting

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

9.11.2 Contractor will ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility will include:

9.11.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

9.11.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

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

9.12 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support

of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

9.13 Shred Documents

9.13.1 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.

9.13.2 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.

9.14 Former Foster Youth Consideration

9.14.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/START participants as described in Section 8.11) for any such position(s) to qualified former foster youth. Contractor shall 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
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

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

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

9.15 Funding Adjustments and Reallocations

9.15.1 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.

9.15.2 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.

9.15.3 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.

9.16 Use of Funds

9.16.1 Contractor's cost allocation plan shall 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 K).

- 9.16.2** 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 shall pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.
- 9.16.3** 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 shall be deemed an in-kind contribution. In-kind contributions shall be provided at the expense of the Contractor and are not reimbursable.
- 9.16.4** Prior to the Contractor providing in-kind contributions, the Contractor shall submit a written request to the County's Program Manager requesting written consent to provide in-kind contributions.

9.17 Contract Accounting and Financial Reporting

- 9.17.1** Contractor shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit K, Auditor-Controller Contract Accounting and Administration Handbook.
- 9.17.2** Contractor shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

10.0 Survival

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

- Paragraph 1.0 Applicable Documents
- Paragraph 2.0 Definitions
- Paragraph 3.0 Work
- Paragraph 5.4 No Payment for Services Provided Following Expiration-Termination of Contract
- Paragraph 7.6 Confidentiality
- Paragraph 8.1 Amendments
- Paragraph 8.2 Assignment and Delegation/Mergers or Acquisitions
- Paragraph 8.6 Compliance with Applicable Law

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	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

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

By: _____ Date: _____

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 Beaudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
**RECRUITMENT, RETENTION, AND SUPPORT SERVICES FOR PROSPECTIVE and
AFFIRMING LGBTQIA2S+ RESOURCE PARENTS**
STATEMENT OF WORK



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

**RECRUITMENT, RETENTION, AND SUPPORT SERVICES FOR PROSPECTIVE and
AFFIRMING LGBTQIA2S+ RESOURCE PARENTS**

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STATEMENT OF WORK EXHIBITS

Exhibit A-1 Performance Outcome Summary

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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, 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. The philosophy of teamwork and collaboration is anchored by the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; 4) Customer Orientation; and 5) Equity.

These shared values are encompassed in the County's Strategic Plan North Star No. 1, Make Investments That Transform Lives; Focus Area Goal A, Healthy Individuals and Families: Invest in County health systems and expand care capacity that supports the physical health, mental health, and well-being of individuals across the life course continuum. This includes addressing the social determinants of health that impact resident's well-being.

SECTION B – PROJECT FOUNDATION

2.0 BACKGROUND/OVERVIEW

Lesbian, gay, bisexual, transgender, queer and/or questioning, intersex, asexual, and Two-Spirit + (LGBTQIA2S+) youth are overrepresented in foster care¹, and are among the most vulnerable populations of dependent youth. LGBTQIA2S+ youth experience higher incidences of harm, negative health/mental health outcomes, poor safety, well-being, and permanency outcomes, and experience high levels of rejection by their family(ies), caregiver(s), resource parent(s), peers, school personnel, community, etc., which leads to increased risks of suicide, substance use and addiction, further victimization while in care, and homelessness.

¹ Baams, Russel, & Wilson 2019. See also Trevor Project Research Brief: LGBTQIA2S+ Youth with a History of Foster Care, May 2021.

Los Angeles County has been experiencing a foster care crisis due to a severe shortage of foster homes. A May 2020 report shows that there are more than 17,900 foster children in out-of-home care. The shortage of homes adds to the trauma of the County's foster youth as they are often moved between various forms of housing. The lack of a loving and permanent home for foster youth negatively impacts their ability to function as independent adults upon exit from the child welfare system. According to Pew Charitable Trusts, young people in foster care face bleak futures if they remain in and ultimately age out of the system: 75% will not graduate from high school or earn a GED; more than 50% will experience homelessness; and nearly 30% will become incarcerated.

LGBTQIA2S+ youth who reported having been in foster care, had three times greater odds of reporting a past-year suicide attempt compared to those who had not². Overall, 4.1% of LGBTQIA2S+ youth aged 13–24 reported being in foster care, compared to 2.6% of the general population of U.S. adults aged 18 and older³.

LGBTQIA2S+ youth who experienced foster care had nearly four times greater odds of being kicked-out, abandoned, or running away due to negative treatment based on their LGBTQIA2S+ identity compared to those who were never in foster care. Overall, 40% of transgender and non-binary youth in foster care reported being kicked out, abandoned, or running away due to treatment based on their LGBTQIA2S+ identity compared to 17% of cisgender LGBQ youth in foster care⁴;

A 2020 National Survey on LGBTQIA2S+ Youth Mental Health conducted by the Trevor Project revealed that LGBTQIA2S+ youth experience elevated risk for suicide compared to their cisgender peers.⁵ This elevated risk was found to stem from victimization and rejection from caregivers⁶, which can also result in LGBTQIA2S+ youth entering foster care⁷ and is strongly associated with greater suicide risk among youth in general⁸.

LGBTQIA2S+ youth, youth who are gender non-binary, gender non-confirming, and LGBTQIA2S+ youth of color, suffer amplified bias and discrimination within and by the child welfare and related systems due to their sexual orientation, gender identity, and/or gender expression (SOGIE). LGBTQIA2S+ youth experience a higher average number of out-of-home care and Short-Term

² Trevor Project Research Brief: LGBTQIA2S+ Youth with a History of Foster Care, 2021.

³ Nugent et al., 2020. See also Trevor Project Research Brief: LGBTQIA2S+ Youth with a History of Foster Care, 2021.

⁴ Trevor Project Research Brief: LGBTQIA2S+ Youth with a History of Foster Care, 2021.

⁵ Johns et al, 2019; Johns et al., 2020. See also

⁶ Meyer, 2003.

⁷ Newcomb et al., 2019.

⁸ Brown, 2020

Residential Therapeutic Program placements and report more unfavorable treatment⁹.

The Trevor Project's 2020 national survey revealed that transgender and non-binary youth have greater odds of being in foster care compared to cisgender LGBTQIA2S+ youth, with the greatest odds experienced by transgender girls/women followed by non-binary youth, and transgender boys/men.¹⁰ LGBTQIA2S+ youth of color also have significantly greater odds of being in foster care compared to Caucasian LGBTQIA2S+ youth. Native/Indigenous LGBTQIA2S+ youth had the greatest odds of experiencing foster care, followed by multiracial LGBTQIA2S+ youth, Black LGBTQIA2S+ youth, Latinx LGBTQIA2S+ youth, and Asian/Pacific Islander LGBTQIA2S+ youth¹¹.

In a recent survey, the barriers identified by prospective resource parents that would prevent them from parenting a LGBTQIA2S+ child include lack of knowledge in regards to terminology; lack of understanding; how to navigate adversity in different domains; best practices on how to support a child exploring SOGIE; and no previous exposure to other foster LGBTQIA2S+ youth or youth formerly in foster care.

Compared to cisgender and heterosexual adults, LGBTQIA2S+ adults are four times more likely to adopt and six times more likely to foster children. Gender diverse prospective parents are more open to youth over age 12, LGBTQIA2S+, sibling groups, youth of color, youth with physical disabilities, and youth with a mental health diagnosis (Gates, 2013; Golberg et. Al., 2020).

In order to address the myriad of concerns impacting LGBTQIA2S+ children, youth, and young adults in care, and promote positive health, safety, permanency, and well-being outcomes, the Los Angeles County Department of Children and Family Services (DCFS) must design a multidisciplinary approach that embraces the intersecting identities of LGBTQIA2S+ youth, prioritizes their specific and unique needs, and employs strategies that are culturally responsive, trauma and resiliency informed, and responsive to the lived experiences of LGBTQIA2S+ children and youth in care. Strategies must focus on building affirming behaviors in parent(s), caretaker(s), and legal guardian(s) in order to support healthy family reunification, promote safety, and post-reunification stability; include targeted recruitment of LGBTQIA2S+ resource families and affirming resource families to ensure that LGBTQIA2S+ youth enjoy safe and affirming placements during their time in care; and methods to immediately address the needs of LGBTQIA2S+ youth and families.

⁹ Ryan, Caitlin, et al. "Family Acceptance in Adolescence and the Health of LGBT Young Adults." *Journal of Child and Adolescent Psychiatric Nursing*, vol. 23, no.4, Nov.

¹⁰ Trevor Project Research Brief: LGBTQIA2S+ Youth with a History of Foster Care, 2021.

¹¹ Ibid.

3.0 THE PROTECTIVE FACTORS

The Five 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. Please see the Strengthening Families Protective Factors Framework at the Center for the Study of Social Policy's Strengthening Families™ Approach. For more information, visit <https://www.cssp.org/>.

- 3.1 Parental resilience: Parents who are emotionally healthy are able to maintain a positive attitude, creatively solve problems, and effectively rise to the challenges that emerge in every family's life.
- 3.2 Social connections: Everyone benefits from a strong network of extended family, friends, neighbors and others who provide healthy relationships, support and problem solving.
- 3.4 Knowledge of parenting and child development: Parents who understand the usual course of child development are more likely to nurture their children's healthy development and less likely to be abusive or harmful to their children.
- 3.5 Concrete support in times of need: Families need to have basic needs (such as shelter, food, clothing, health care) met to ensure a child's healthy development.
- 3.6 Social and Emotional Competence of Children: A child's emerging ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults, and peers.

In Los Angeles County, two additional Protective Factors include:

- 3.7 Economic Development: Parents who have the knowledge and means to plan for and provide for the ongoing financial security of their families can focus on nurturing and supporting their children.
- 3.8 Social & Emotional Competence of Adults: A child benefits from parents and legal guardians who are emotionally available and able to regulate their behaviors and demonstrate patience, kindness, empathy, and compassion.

4.0 DEFINITIONS

The following words as used herein, shall be construed to have the following meanings, 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 **ALLY** - A term used describe someone who is actively supportive of LGBTQIA2S+ people. It encompasses straight and cisgender allies, as well as those within the LGBTQIA2S+ community who support each other (e.g.; a lesbian who is an ally to the bisexual community).
- 4.3 **ASEXUAL** - Not sexually attracted to anyone and/or no desire to act on attraction to anyone. Does not necessarily mean sexless. Asexual people sometimes do experience affectional (romantic) attraction
- 4.4 **CHILDREN SOCIAL WORKER (CSW)** – Social workers employed by the Department of Children and Family Services (DCFS) who manage caseloads of children who are under the care and supervision of DCFS and receiving child welfare services.
- 4.5 **CISGENDER** - Denoting or relating to a person whose sense of personal identity and gender corresponds with their sex assigned at birth.
- 4.6 **COMING OUT** – The process of acknowledging one’s sexual orientation and/or gender identity or expression to oneself or other people.
- 4.7 **CONTRACTOR** – The sole proprietor, partnership, or other person or entity that has entered into this Contract with the County.
- 4.8 **CONTRACTOR’S PROJECT DIRECTOR (CPD)** – Contractor’s officer or employee responsible for administering the contract in accordance with the Statement of Work.
- 4.9 **COUNTY** – County of Los Angeles with approved authority through the five-member Board of Supervisors.
- 4.10 **COUNTY PROGRAM MANAGER (CPM)** – County representative 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.
- 4.11 **DAY** – Calendar day(s) unless otherwise specified.
- 4.12 **DCFS** – County of Los Angeles Department of Children and Family Services.

- 4.13 **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.
- 4.14 **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.
- 4.15 **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 used for this also, although this term is seen by many today as a medicalized term that should be retired from common use.
- 4.16 **GENDER IDENTITY** – An individual’s internal sense of being male, female, some of both, or neither.
- 4.17 **HETEROSEXUAL**- A person who is attracted to people of the “opposite” sex (see below); also sometimes generally used to refer to people whose sexualities are societally normative.
- 4.18 **HOUSING** – Affordable and stable living arrangements for TAY youth.
- 4.19 **INDEPENDENT LIVING PROGRAM (ILP) SERVICES** – A Comprehensive, youth-driven, individualized, outcome-focused approach to independent living.
- 4.20 **INDIRECT COSTS** – Costs incurred for common or joint objectives; therefore, not readily and specifically identified with a particular program or activity. These costs are grouped by a cost allocation process or federally approved cost rate.
- 4.21 **INTERSEX** – A general term used to describe persons who are born with a variety of differences in their sex traits and reproductive anatomy. There is a wide variety of difference among intersex variations, including differences in genitalia, chromosomes, gonads, internal sex organs, hormone production, hormone response, and/or secondary sex traits.
- 4.22 **LESBIAN** – A woman who is attracted to women. Sometimes also or alternately “same-gender-loving woman” or “woman loving woman.” See also Gay.

- 4.23 **LGBTQIA2S+** – An acronym for Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, Two-Spirit, and the “+” represents any additional countless affirmative ways in which people identify.
- 4.24 **NON-BINARY** – An adjective describing a person who does not identify exclusively as a man or a woman. Non-binary people may identify as being both a man and a woman, somewhere in between, or falling completely outside these categories. While many also identify as transgender, not all Non-binary people do. Non-binary can also be used as an umbrella term encompassing identities such as agender, bigender, genderqueer or gender-fluid.
- 4.25 **OLDER CHILDREN** – For the purposes of this contract, refers to any children that are between the ages of 9 and 17.
- 4.26 **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.
- 4.27 **PANSEXUAL** – Describes someone who has the potential for emotional, romantic or sexual attraction to people of any gender though not necessarily simultaneously, in the same way or to the same degree. Sometimes used interchangeably with bisexual.
- 4.28 **PERMANENCY** – Decisive, time-limited, and goal-oriented activities to maintain children within their families of origin or place them with other permanent families.
- 4.29 **PROSPECTIVE RESOURCE PARENT** – An individual up until the point in time they are formally approved to be a resource parent.
- 4.30 **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 Attachment A-1.
- 4.31 **QUEER** – Traditionally a derogatory term, yet reclaimed and appropriated by some LGBTQIA2S+ individuals as a term of self-identification. It is an umbrella term, which embraces a matrix of sexual orientations, gender and 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 LGBTQIA2S+ community, and it is often considered offensive when used by heterosexuals.

- 4.32 **QUESTIONING** – A term used to describe people who are in the process of exploring their sexual orientation or gender identity.
- 4.33 **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. Resource parents were formerly called Foster Parents.
- 4.34 **SELF-SUFFICIENCY/SELF-SUFFICIENT** – A TAY’s ability to manage personal affairs, make good judgements, and provide for oneself.
- 4.35 **SEX/SEX ASSIGNED AT BIRTH** – The sex, male, female or intersex, that a doctor or midwife uses to describe a child at birth based on the child's external anatomy.
- 4.36 **SEXUAL ORIENTATION** – An inherent or immutable enduring emotional, romantic or sexual attraction to other people. Note: an individual’s sexual orientation is independent of their gender identity.
- 4.37 **SOGIE** – Sexual Orientation, Gender Identity and Expression (SOGIE)
- 4.38 **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.
- 4.39 **TRANSGENDER** – Transgender is an umbrella term for people whose gender identity and/expression is different from cultural expectations based the sex they were assigned at birth. Being transgender does not imply any specific sexual orientation. Therefore, transgender people may identify as straight, gay, lesbian, bisexual, etc. A more often-used term is simply “trans.” The term “transgendered” is grammatically incorrect and should never be used.
- 4.40 **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)
- 4.41 **TRANSITION(ING)** – A series of processes that some transgender people may undergo in order to live more fully as their true gender. This typically includes social transition, such as changing their name and pronouns, medical transition, which may include hormone therapy or gender affirming surgeries, and legal transition.

- 4.42 **TWO-SPIRIT/2-S** – A modern umbrella term used within indigenous communities of North America that bridges indigenous and Western understandings of gender and sexuality.
- 4.43 **VOLUNTEERS** – People who work with or assist Contractor but do not receive monetary compensation for their volunteer work.
- 4.44 **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 and OBJECTIVES

- 5.1 The goals and objectives of DCFS are to improve upon the safety and wellbeing of children in foster care by providing them with safe, loving, and affirming resource parent(s)
- 5.2 To improve the outcomes for LGBTQIA2S+ children and youth by recruiting LGBTQIA2S+ and LGBTQIA2S+ affirming resource parents who are willing to provide affirming and supportive placements for this population.
- 5.3 Network throughout Los Angeles County with the intention to develop relationships with leaders and groups in the transgender, gender non-conforming and intersex communities for targeted outreach to increase placement resources for transgender, gender non-conforming and intersex youth.
- 5.4 Contractor must recruit LGBTQIA2S+ and LGBTQIA2S+ affirming out-of-home placement/resource homes for LGBTQIA2S+ children, youth and young adults that are inclusive, safe, and affirming to the child's SOGIE.

6.0 TARGET POPULATION

Target population is any individual and/or couple who may be or is interested in providing an affirming, safe and loving home to one or more LGBTQIA2S+ foster child(ren) in Los Angeles County, including specific outreach to LGBTQIA2S+ and LGBTQIA2S+ affirming African American families, families of color, LGTBQIA2S+ families, sibling sets, children of color, and older children in need of a permanent adoptive family.

7.0 COUNTY RESPONSIBILITIES

- 7.1 The County will provide a County Program Manager (CPM), to coordinate the delivery of the services of this Contract with the Contractor's Program Director (CPD).
- 7.2 CPM or designated alternate will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.
- 7.3 CPM or designee will coordinate monthly virtual or in-person meetings with Contractor to discuss program progress, ongoing program evaluation and provide Contractor ongoing support.
- 7.4 The CPM or designee will provide direction to Contractor in areas relating to continuous quality improvement, DCFS policy, procedural requirements, and other information related to services provided under the Recruitment contract.
- 7.5 CPM is not authorized to make any changes in the terms and conditions of this Contract. The CPM is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.
- 7.6 CPM is responsible for daily management of Contract operation and overseeing monitoring activities.
- 7.7 CPM will review and approve monthly invoices and all supporting documents.
- 7.8 Overall project coordination between Contractor and County shall be through the CPM or designee and the Contractor's Program Director or designated alternates.
- 7.9 The CPM may, at their sole discretion, direct the Contractor to remove any of its personnel 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.
- 7.10 The CPM, or other personnel authorized by the County, will monitor Contractor's performance under this contract using the quality assurance procedures specified in this Statement of Work. All monitoring will be conducted in accordance with Section 14.0, County's Quality Assurance Plan, of the Contract, Exhibit A, Statement of Work (SOW), and using other measures at the CPM's discretion.
- 7.11 The CPM is responsible for daily management of the Contract operation and overseeing monitoring activities.

8.0 CONTRACTOR RESPONSIBILITIES

- 8.1 As required in the Terms and Conditions, Contractor must designate a Contractor Program Director (CPD) responsible for daily management of Contract operation and overseeing the work to be performed by Contractor as defined in this Statement of Work.
- 8.2 CPD, or alternate, must be available to receive phone calls or email from the CPM between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, except on observed County holidays. CPD must respond to any calls, either by telephone, email or text to the CPM within two (2) business days.
- 8.3 Contractor must not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- 8.4 Contractor must direct all inquiries regarding DCFS policy, procedure or anything related to this contract to the CPM.
- 8.5 Contractor must have equipment and proper supplies to comply with the requirements of this Contract, including, but not limited to computers with email and internet access and all necessary computer software. Fulfillment of this responsibility shall be solely based on Contractor's determination, unless otherwise documented by the County.
- 8.6 Contractor must prepare and submit monthly invoices to the CPM using Exhibit B-1, Sample Invoice.
- 8.7 Contractor must not utilize any employee for this contract whose work would be deemed deficient and unacceptable by CPM.
- 8.8 Contractor must employ sufficient administrative assistance to meet the requirements of this Contract.

9.0 CONTRACTOR'S STAFF QUALIFICATIONS AND REQUIREMENTS

- 9.1 Program Director must have the following minimum education and experience:
 - 9.1.1 Bachelors' Degree in Psychology, Child Development, Social Work, Sociology, or a related field; and
 - 9.1.2 Three (3) years of experience working with the LGBTQIA2S+ community including knowledge of affirming language and issues unique the LGBTQIA2S+ community; or
 - 9.1.3 Lived experienced as an LGBTQIA2S+ person

- 9.2 Contractor must ensure criminal clearances with subsequent arrest notification and background clearances have been conducted for all Contractor's staff, interns, and volunteers, prior to the beginning and continuing work under this Contract. The cost of such criminal clearances is the responsibility of the Contractor.
- 9.3 Contractor must have a policy requiring staff to immediately self-report any arrest or subsequent arrest or conviction (excluding minor traffic accidents) and any child welfare involvement of self or immediate family members prior to hiring to avert not passing criminal clearances and background checks, as well as, during the course of paid or unpaid employment. Any reports must be disclosed to the CPM immediately.
- 9.4 Contractor's staff that do not pass criminal background checks, and for whom an exemption has not been granted, cannot perform work under this Contract.
- 9.5 Contractor must maintain copies of Criminal Records Statement (LIC508B Form). This is the self-disclosure form which can also function as an affidavit.
- 9.6 Contractor must ensure that 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.
- 9.7 Contractor must 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.
- 9.8 Contractor must 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.
- 9.9 Contractor must ensure that 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.
- 9.10 Contractor must maintain copies of resumes, degrees, and criminal clearances including Subsequent Arrest Notifications in the personnel files.

10.0 DAYS AND HOURS OF OPERATION

- 10.1 Contractor must be available during business hours, 9:00 A.M. to 5:00 P.M. PST, Monday through Friday, except County Holidays.
- 10.2 Contractor is not required to work on the following County holidays:
- New Year's Day (January 1)
 - Martin Luther King's Birthday (Third Monday in January)
 - Presidents Day (Third Monday in February)
 - Cesar Chavez Day (Last Monday of March)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Indigenous People's Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving Day (Fourth Thursday in November)
 - Day after Thanksgiving (Friday after Thanksgiving)
 - Christmas Day (December 25)

SECTION C – SERVICE DESCRIPTION

11.0 SCOPE OF WORK

- 11.1 During each term of this Contract, Contractor must provide recruitment services consistent with this SOW and the terms of the Contract.

11.2 RECRUITMENT SERVICES

- 11.2.1 Contractor must develop a recruitment campaign for the LGBTQIA2S+ and LGBTQIA2S+ affirming communities to illicit interest in becoming a resource parent within 30 days of the contract start date. The recruitment plan shall include, but is not limited to the following:

- Clearly defined recruitment goals
- Vetted research of collaborating partners
- Networking strategies
- Detailed plans to ensure efficient and successful marketing strategy
- Use of social media platforms
- Evaluation of the recruitment campaign

- 11.2.2 Contractor's recruitment strategies shall include but not be limited to the following:

- Development and dissemination of recruitment materials
 - In-person and virtual Information Sessions
 - Attendance and participation in community LGBTQIAS+ events
 - Outreach Services
- 11.2.3 Contractor must manage and cultivate recruitment and retention services by:
- 11.2.3.1 Researching & identifying Trans Community leaders, organizations, events, influencers, and supportive groups to support DCFS recruitment efforts of LGBTQIA2S+ and LGBTQIA2S+ affirming resource parents.
- 11.2.3.2 Manage a promotional campaign for sponsorship support and advertising to identified organizations.
- 11.2.4 Contractor's Recruitment campaign must be approved by the CPM prior to implementation. Contractor must make changes to the campaign if requested by the CPM or designee.
- 11.2.5 Contractor must develop a calendar of proposed recruitment events within 30 days of the contract start date. The events are must be offered on varied days of the week, time and locations. The calendar must be approved by the CPM or designee.
- 11.2.6 Contractor must make changes to the calendared events upon request of the CPM or designee.
- 11.2.7 Contractor must facilitate the first recruitment event within 60 days of the contract start date.
- 11.2.8 Contractor must manage creation and production of inclusive recruitment campaign materials specifically targeting LGBTQIA2S+ and LGBTQIA2S+ affirming resource parents open to LGBTQIA2S+ youth in care, to include but not limited to:
- Flyers
 - Banners
 - Postcards
 - Informational Pamphlets
 - Social media content
 - Newsletters
 - Webpages

- 11.2.9 Contractor must advertise at minimum monthly recruitment services for LGBTQIA2S+ and LGBTQIA2S+ affirming resource parents for distribution at the Contractor's office location and at recruitment events.
- 11.2.10 Contractor must obtain approval of all recruitment material and advertisement from the CPM or designee prior to utilization.
- 11.2.11 Contractor must collaborate with DCFS LGBTQIA2S+ Program, Board of Supervisors Youth Commission, community partners and young people with lived experience as LGBTQIA2S+ and in the child welfare system to embed key information about the needs of LGBTQIA2S+ youth in foster care into virtual and in-person informational sessions.
- 11.2.12 Contractor must promote LGBTQIA2S+ and LGBTQIA2S+ Affirming Recruitment program awareness through print or broadcast media, social media outlets, and/or other publicity/education campaigns.
- 11.2.13 Contractor must host a minimum of one monthly LGBTQIA2S+ affirming virtual informational session coordinated with timing of recruitment campaigns.

Informational Sessions must include the following topics:

- SB731- placement according to gender identity
- Consent and confidentiality of SOGIE
- Gender Affirming Health and Medical Care
- Currently available data of the number of LGBTQIA2S+ youth in the child welfare system and in out of home care

- 11.2.14 Contractor must conduct informational sessions specially tailored Information Sessions for the Transgender and Gender Non-Conforming Communities. Information Session topics must include the following topics:

- SB731- placement according to gender identity
- Consent and confidentiality of SOGIE
- Gender Affirming Health and Medical Care
- Currently available data of the number of LGBTQIA2S+ youth in the child welfare system and in out of home care

- 11.2.15 Contractor must host a minimum of one quarterly In-person informational session to ensure prospective Resource Families

have the information they need to make an informed decision to become an approved and affirming resource parent to LGBTQIA2S+ child(ren) and youth. The informational sessions must include resources pertaining to working with LGBTQIA2S+ youth and steps to becoming an approved and affirming resource parent. The Informational Sessions must include the following topics:

- SB731- placement according to gender identity
- Consent and confidentiality of SOGIE
- Gender Affirming Health and Medical Care
- Currently available data of the number of LGBTQIA2S+ youth in the child welfare system and in out of home care

- 11.2.16 Contractor must provide sign-in logs from each informational session to the CPM or designee within 3 business days from event date.
- 11.2.17 Contractor must conduct a minimum of one In-Person recruitment event every two months with an emphasis for the LGBTQIA2S+ and LGBTQIA2S+ Affirming communities throughout the contracted SPA (North or South).
- 11.2.18 CONTRACTOR must advertise each recruitment event with the goal of increasing attendance.
- 11.2.19 Contractor must include a panel of current LGBTQIA2S+ and LGBTQIA2S+ affirming resource parents to share their experiences, including successes, barriers and lessons learned at the in-person informational session.
- 11.2.20 Contractor must provide sign-in logs from each recruitment event to the CPM or designee within 3 business days from event date. The logs must include the following: name, telephone number and email address.
- 11.2.21 Contractor to create and maintain a log of all sign-in sheets and agenda's for recruitment events and provide the log and or copies of the sign-in sheet and agenda's to the CPM or designee upon request.
- 11.2.22 Contractor must provide the list of potential resource families with name, telephone number and email address to the CPM or designee within one week after the recruitment event.

- 11.2.23 Contractor must follow-up weekly by telephone or email to provide support services to families that have attended an Information Session or recruitment event and indicated they want to be contacted to learn more.
- 11.2.24 Contractor must create robo-text, or similar, to all persons who indicated interest at Information Sessions and recruitment events.
- 11.2.25 Contractor must follow-up monthly with all prospective LGBTQIA2S+ and LGBTQIA2S+ affirming resource family applicants as they go through the RFA process. The support must be made by in-person visits, telephone calls, texts and/or email messages until a resource parent(s) has been approved.
- 11.2.26 Contractor must provide bi-monthly outreach services to the LGBTQIA2S+ and LGBTQIA2S+ ally community regarding recruitment of potential resource families. Outreach shall include, but not be limited to dissemination of program information to community and cross-sector partners, such as affirming faith-based organizations, CASA, LGBTQIA2S+ organizations, Parents and Friends of Gays and Lesbians, prominent agencies providing services to LGBTQIA2S+ individuals and families receiving child welfare services, and court systems such as the Dependency Court.

11.3 RETENTION AND SUPPORT SERVICES

- 11.3.1 Contractor must develop an implementation plan for retention and support of prospective and approved LGBTQIAS+ and LGBTQIA2S+ affirming resource parents. The implementation plan should be created within 30 days of contract start date. The plan must be approved by the CPM or designee.
- 11.3.2 Contractor must contact approved LGBTQIA2S+ and LGBTQIA2S+ affirming resource parents monthly to offer support by telephone, virtual platforms, or in-person.
- 11.3.3 Contractor must provide quarterly, a two-hour support group to prospective and approved LGBTQIA2S+ affirming resource parent(s). The support group must include trainings to understand the needs of LGBTQIA2S+ youth and provide supportive strategies to promote affirming care. The training topics shall include, but are not limited to:
- Sexual orientation and gender identity development
 - Effective parenting strategies

- Available resources for LGBTQIA2S+ youth and LGBTQIA2S+ affirming resource parents
 - Supporting LGBTQIA2S+ youth with issues connected to discrimination, familial and community rejection
 - LGBTQIA2S+ advocacy skill building for caregivers, connected to legal processes impacting LGBTQIA2S+ youth.
- 11.3.4 Contractor must assist with referrals to other services/support groups as needed.
- 11.3.5 Contractor must maintain sign-in sheets and agenda's and provide copies to the CPM or designee upon request.
- 11.3.6 Contractor must facilitate at minimum two (2) In-Person family focused events or activities during the contract year with the goal of supporting and retaining resource parents. The event or activity must include activities for child(ren) and youth. Contractor must maintain copies of the agenda and attendees.
- 11.3.7 Contractor must explore facilitating events or activities at locations that are free or low-cost.
- 11.4 Contractor must develop a data reporting system/s to measure the success of recruitment and retention efforts, including in-person and virtual recruitment events, attendance at support groups, and those willing to be considered an affirming placement for LGBTQIA2S+ foster youth.
- 11.5 Contractor must establish methods and practices to survey recruited prospective resource parents to measure the:
- Success of targeted campaigns and outreach
 - Identify the demographics of those recruited
 - Establish an initial baseline of recruited resource parents interested in fostering and adopting LGBTQIA2S+ children and youth in the foster system to be compared in a longitudinal study of the change in their attitudes over the course of the approval process.
 - Report and summarize findings to all partners on a bi-annual basis.
 - Utilize and apply findings of the longitudinal study to improve the recruitment processes of the future.

12.0 REPORTS

- 12.1 Contractor must provide CPM with a monthly report Exhibit A-4, Recruitment, Retention, and Support Services Report summarizing the total or all recruitment and retention activities completed for the month.

The report must be submitted by the 10th of each month for services completed during the prior month.

12.2 Contractor must provide an Annual Report that summaries the data and all during the contract year. The report must include, but is not limited to the following:

- Advertising efforts
- Number of informational sessions and attendees
- Recruitment events
- Outreach events
- Support groups and training
- Barriers, lessons learned and recommendations moving forward

The report must be submitted to the CPM within 30 days after the end of the contract year.

13.0 QUALITY CONTROL PLAN

13.1 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.

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

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

13.3.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, and title/level and qualifications of staff persons performing monitoring functions;

13.3.2 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;

13.3.3 Assuring that professional staff rendering services under the Contract have the necessary prerequisites;

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

- 13.3.5 Investigating any contract performance issues submitted by the County, and committing to provide to the County a record of all inspections conducted 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;
- 13.3.6 Continuing to provide services to the County in the event of absences of Contractor's employee(s); and
- 13.3.7 Implementing proactive methods for ensuring uninterrupted service to County in the event of a work strike work stoppage, pandemic, emergent staffing shortage or any other potential disruption in service, foreseen and unforeseen, which may include medial leaves, vacations, absences, etc., by Contractor's employees.
- 13.4 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.
- 13.5 The CPC must respond within one business day to all calls or reports regarding Contractor's performance.
- 13.6 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.
- 13.7 Contractor must not utilize any employee or volunteer whose work has been deemed deficient and unacceptable by the County.
- 13.8 The QCP must be reviewed annually by Contractor and CPM and revised, as/if needed.
- 13.9 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.

14.0 QUALITY ASSURANCE PLAN

- 14.1 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 14.2 through 14.8 of this SOW.

- 14.2 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:
 - 14.2.1 Staff records, including all Contractor's staff, volunteers and interns performing services under this Contract.
- 14.3 Financial Records, including but not limited to Single Audit/Audit Financial Reports, General Ledgers, Profit and Loss statements, monthly invoices, timesheets, and original invoices.
- 14.4 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.
- 14.5 Contractor and CPM must have regular meetings to monitor program efficiency, issues, and for the CPM to provide technical support, as needed.
- 14.6 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-2, 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.
- 14.7 The County will conduct on-site visits to the Contractor's facility(ies) to observe program operations and assess compliance with program requirements. The frequency and scope of the on-site visits must be determined by the County based on the level of risk associated with the program and the performance history of the Contractor.
- 14.8 The County will provide written feedback to the Contractor following each monitoring visit or review. The feedback must include any areas of noncompliance or deficiencies identified, recommendations for improvement, and a timeline for corrective actions to be taken.

15.0 CONTRACT DISCREPANCY REPORT

- 15.1 Verbal and written notification of a contract discrepancy must be made to the CPM as soon as possible or within two (2) business days whenever a

contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the CPM and the Contractor.

- 15.2 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 (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies

16.0 GREEN INITIATIVES

- 16.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 16.2 Contractor must notify CPM of Contractor’s new green initiatives prior to the contract commencement.

OUTCOME MEASURES

Performance Outcome Summaries as follows:

PERFORMANCE OUTCOME SUMMARY SAFETY		
PROGRAM: Recruitment, Retention, and Support of Prospective and Affirming LGBTQIA2S+ Resource Parents		
PROGRAM TARGET GROUP: Prospective Resource Parents		
PROGRAM GOAL AND OUTCOME: Increase the Number of Identified Resource Families that Complete the RFA Approval Process		
OUTCOME INDICATOR	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<ul style="list-style-type: none"> Increase and expand outreach efforts to the LGBTQIA2S+ communities and allies with the goal of recruiting potential resource homes for LGBTQIA2S+ youth and non-minor dependents 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 –year 1
<ul style="list-style-type: none"> Increase the number of LGBTQIA2S+ affirming applicants interested in becoming a resource family 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none"> Increase targeted recruitment of resource parent applicants that will be affirming placement homes for LGBTQIA2S+ children and youth 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none"> Increase support to approved RFA families and those completing the RFA process with the goal of increasing the retention of LGBTQIA2S+ affirming resource families. 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1

EXHIBIT A-1

<ul style="list-style-type: none">• Increase focused support and training to resource families that are providing care to LGBTQIA2S+ youth.	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none">• Demonstrate retention of resource families providing care to LGBTQIA2S+ youth.	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1

PERFORMANCE OUTCOME SUMMARY PERMANENCY		
PROGRAM: Recruitment, Retention, and Support of Prospective and Affirming LGBTQIA2S+ Resource Parents		
PROGRAM TARGET GROUP: Prospective Resource Parents and LGBTQIA2S+ Ally Resource Families		
PROGRAM GOAL AND OUTCOME: Increase the Number of Identified Resource Families that Complete the RFA Approval Process		
OUTCOME INDICATOR	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<ul style="list-style-type: none"> • Increase and expand outreach efforts to the LGBTQIA2S+ communities and allies with the goal of recruiting potential resource homes for LGBTQIA2S+ youth and non-minor dependents 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none"> • Increase the number of LGBTQIA2S+ affirming applicants interested in becoming a resource family 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none"> • Increase targeted recruitment of resource parent applicants that will be affirming placement homes for LGBTQIA2S+ children and youth 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none"> • Increase support to approved RFA families and those completing the RFA process with the goal of increasing the retention of LGBTQIA2S+ affirming resource families. 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none"> • Increase focused support and training to resource families that are providing care to LGBTQIA2S+ youth. 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1

EXHIBIT A-1

<ul style="list-style-type: none">• Demonstrate retention of resource families providing care to LGBTQIA2S+ youth.	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
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PERFORMANCE OUTCOME SUMMARY WELL-BEING		
PROGRAM: Recruitment, Retention, and Support of Prospective and Affirming LGBTQIA2S+ Resource Parents		
PROGRAM TARGET GROUP: Prospective LGBTQIA2S+ Resource Parents and LGBTQIA		
PROGRAM GOAL AND OUTCOME: Increase the Number of Identified Resource Families that Complete the RFA Approval Process		
OUTCOME INDICATOR	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<ul style="list-style-type: none"> • Increase and expand outreach efforts to the LGBTQIA2S+ communities and allies with the goal of recruiting potential resource homes for LGBTQIA2S+ youth and non-minor dependents 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 –year 1
<ul style="list-style-type: none"> • Increase the number of LGBTQIA2S+ affirming applicants interested in becoming a resource family 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none"> • Increase targeted recruitment of resource parent applicants that will be affirming placement homes for LGBTQIA2S+ children and youth 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none"> • Increase support to approved RFA families and those completing the RFA process with the goal of increasing the retention of LGBTQIA2S+ affirming resource families. 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
<ul style="list-style-type: none"> • Increase focused support and training to resource families that are providing care to LGBTQIA2S+ youth 	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1

EXHIBIT A-1

<ul style="list-style-type: none">• Demonstrate retention of resource families providing care to LGBTQIA2S+ youth.	Contractor monthly reports listing the names of the prospective resource parents, dates of contact, and activities performed	End of quarter 1 – year 1
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Performance Requirements Summary

	REQUIRED SERVICE	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE
1.	Develop a recruitment campaign for the LGBTQIA2S+ Affirming community	Provide the campaign within 30 days of the contract start date	Contractor to provide a corrective action plan to the County with an explanation as to why the campaign has not been provided
2.	Promote LGBTQIA2S+ Affirming awareness through public service announcements in print or broadcast media, social media outlets and/or other publicity/education campaigns	Provide reports, printouts and/or invoices of the public service announcements.	Contractor to provide a corrective action plan to the County with an explanation as to why the public service announcements have not been integrated into the recruitment campaign
3.	Develop a calendar of proposed recruitment events within 30 days of contract start date	Provide calendar of proposed recruitment events	Contractor to provide a corrective action plan to the County with an explanation as to why the calendar of proposed recruitment events has not been provided
4.	Manage creation and production of recruitment campaign material targeting prospective affirming LGBTQIA2S+ resource parents	Provide copies of recruitment campaign materials	Contractor to provide a corrective action plan to the County with an explanation as to why recruitment campaign materials have not been created and produced
5.	Develop inclusive and welcoming material to advertise recruitment events for distribution at the Contractor's office location and at recruitment events.	Provide copies and/or purchase invoices of the recruitment material to advise events	Contractor to provide a corrective action plan to the County with an explanation as to why the recruitment material has not been developed and/or purchased

6.	Host virtual and in-person Informational Sessions	Provide copies of calendars, sign-in sheets, and agendas	Contractor to provide a corrective action plan to the County with an explanation as to why the virtual Informational Sessions have not been conducted
7.	Host virtual and in-person and recruitment events	Provide copies of calendars, sign-in sheets, and agendas	Contractor to provide a corrective action plan to the County with an explanation as to why the In-person Informational Sessions have not been conducted
8.	Follow-up weekly with Informational Session attendees who want additional information	Provide the of copies of call logs or other documentation	Contractor to provide a corrective action plan to the County with an explanation as to why there has been no follow-up with those attendees requesting additional information
9.	Provide Outreach services to LGBTQIA2S+ Affirming and ally communities	Provide copies of calendars and monthly reports	Contractor to provide a corrective action plan to the County documenting why they were unable to provide Outreach Services
10.	Develop a Retention Plan within 30 days of the contract start date	Provide a copy of the Plan	Contractor to provide a corrective action plan to the County documenting why they were unable to develop a Retention Plan within 30 days of the contract start date.
11.	Provide a quarterly 2-hour support group to prospective and approved LGBTQIAS+ Affirming resource parents	Provide copies of monthly reports, sign-in sheets, and agendas.	Contractor to provide a corrective action plan to the County documenting why they were unable to facilitate the support groups.

12.	Provide quarterly In-Person family focused event or activity with activities for child(ren) and youth	Provide copies of calendars and monthly reports	Contractor to provide a corrective action plan to the County documenting why they were unable to provide quarterly family focused activities
13.	Develop a data reporting system to measure the success of recruitment and retention efforts.	Provide quarterly report with data elements	Contractor to provide a corrective action plan to the County documenting why they were unable to measure the success of recruitment and retention efforts.

Contractor's Office Location(s) and Administration

Name

Address

Mailing Address

Phone

Management Title

Points of Contact

Recruitment, Retention and Support Services Monthly Report

Contractor's Name: _____ Report for month of: _____

Recruitment Services	Number Completed
Advertising:	
Methods Used:	
Virtual Informational Sessions:	
SPA Locations:	
Sessions:	
Attendees:	
Expressed interest in becoming a Caregiver:	
Submitted Application:	
In-Person Informational Sessions	
SPA Locations:	
Sessions:	
Attendees:	
Expressed interest in becoming a Caregiver:	
Submitted Application:	
Recruitment Events	
SPA Locations	
Number of events:	
Attendees:	
Expressed interest in becoming a Caregiver:	
Submitted Application:	
Outreach Services	
Organizations Contacted:	
SPA Locations:	
Sessions:	
Attendees:	
Expressed interest in becoming a Caregiver:	
Submitted application:	

Retention Services	Number Completed
Support Groups with Training	
SPA Locations:	
Sessions:	
Attendees:	
Expressed interest in becoming a Caregiver:	
Submitted Application:	
Training Topics Covered	
Sessions:	
Attendees:	
Expressed interest in becoming a Caregiver:	
Submitted Application:	
Family Focused Events/Activity	
SPA Locations:	
Type/Name of Event	
Adult Attendees:	
Child/Youth Attendees:	

CONTRACT DISCREPANCY REPORT

TO:
FROM:
DATES: Prepared: _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of Contractor Representative

Date

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

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.

RESPECT

Diversity

Ask! Don't assume

INCLUSION

acceptance

YOU CAN DO THIS

SHOW YOU CARE

Building a Better Tomorrow

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!

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

RECRUITMENT, RETENTION, AND SUPPORT SERVICES FOR PROSPECTIVE AND AFFIRMING RESOURCE LGBTQIA2S+ PARENTS

The cost quoted must include all applicable cost associated with the Recruitment, Retention and Support Services for Prospective and Affirming LGBTQIA2S+ Resource Parents and any other costs necessary to perform all tasks outline in the RFP, Sample Contract, Statement of Work, Performance Measures, Exhibits and Attachments. *All information provided in the Pricing Sheet will become part of the contract if proposal is recommended as indicated in the Sample Contract, Section 5.1, Total Contract Amount.*

MONTHLY PRICE FOR RECRUITMENT, RETENTION, AND SUPPORT SERVICES FOR PROSPECTIVE AND AFFIRMING LGBTQIA2S+ RESOURCE PARENTS		
Service	Minimum Number of Deliverables per Year	Number of Proposed Deliverables per Year
<u>Recruitment Services</u>		
1. Advertising	<u>18</u> /Year	____/Year
2. Virtual Information Sessions	<u>12</u> /Year	____/Year
3. In-Person Information Sessions	<u>4</u> /Year	____/Year
4. Recruitment Events	<u>6</u> /Year	____/Year
5. Outreach Services	<u>6</u> /Year	____/Year
<u>Retention and Support Services</u>		
	Minimum Number of Deliverables per Year	Number of Proposed Deliverables
1. Two-hour support group including Training	<u>4</u> /Year	____/Year
2. In-Person Family focused event or activity	<u>2</u> /Year	____/Year
		Total Annual Cost: \$100,000

INVOICE

RECRUITMENT, RETENTION, AND SUPPORT SERVICES FOR PROSPECTIVE AND AFFIRMING LGBTQIA2S+ RESOURCE PARENTS PROGRAM

Company Name:		Date:	
Street Address:		Invoice No.	
City, State, Zip:		Contract No.	
Contact Number:			

Expenses	Expenditure xx/xx/xx	Monthly Cost	Total Amount Billed (Month)	Year to Date Amount Billed
Recruitment Services				
Advertising	xx/xx/xx	\$ X		
Virtual Information Sessions	xx/xx/xx	\$ X		
In-Person Information Sessions	xx/xx/xx	\$ X		
Recruitment Events	xx/xx/xx	\$ X		
Outreach Services	xx/xx/xx	\$ X		
<i>Recruitment Subtotal</i>			\$	\$
Retention and Support Services				
Two-Hour Support Group Including Training	xx/xx/xx	\$ X		
In-Person Family Focused Event or Activity	xx/xx/xx	\$ X	\$	
<i>Retention and Support Subtotal</i>	xx/xx/xx	\$ X		
Invoice Total	xx/xx/xx	\$ X		
	xx/xx/xx	\$ X		
			\$	\$

	Budgeted Amount			
	Less: YTD			
	Expenditures			
	Total Amount Available			
	Percentage of Expended Amount as of xx/xx/xx			

If you have any questions concerning this invoice, please contact			
CERTIFICATION			
I certify, under penalty of perjury, that this invoice is true in all respects.			
Name:			
Signature:			
For DCFS Program Manager Only			

LINE-ITEM BUDGET						
Contractor's Name:						
Service Category: Recruitment, Retention, and Support Services for Prospective and Affirming LGBTQIA2S+ Resource Parents						
Contract Number:						
					Year 1	Year 2
Expenses			Monthly Cost	Monthly Subtotal	Annual Cost	Annual Cost
Recruitment Services						
Advertising			\$ X			
Virtual Information Sessions			\$ X			
In-Person Information Sessions			\$ X			
Recruitment Events			\$ X			
Outreach Services			\$ X			
<i>Recruitment Subtotal</i>				\$	\$	\$
Retention and Support Services						
Two-Hour Support Group Including Training			\$ X			
In-Person Family Focused Event or Activity			\$ X			
<i>Retention and Support Subtotal</i>				\$ X	\$	\$
Staff			\$ X	\$	\$	\$
Total				\$	\$	\$
				Monthly Cost	Annual Cost	Annual Cost

BUDGET NARRATIVE
FOR
Recruitment, Retention, and Support Services for
Prospective and Affirming LGBTQIA2S+ Resource Parents
Contract Term: 05/01/2026- 04/30/2027

Expenses:

- A. **Recruitment Services** \$ _____ per month x 12 months = \$ _____
- B. **Retention and Support Services** \$ _____ per month x 12 months = \$ _____
- C. **Staffing** \$ _____ per month x 12 months = \$ _____

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.

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

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 ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: [Click or tap here to enter text.](#)Contract No [Click or tap here to enter text.](#)**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

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

Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

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

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

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.