



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 12, 2012

22 June 26, 2012

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

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO APPROVE A SIX-MONTH EXTENSION TO THE
INTER-UNIVERSITY CONSORTIUM TRAINING SERVICES CONTRACTS
(ALL SUPERVISORIAL DISTRICTS) 3 VOTES**

SUBJECT

The Department of Children and Family Services (DCFS) seeks to execute six Inter-University Consortium (IUC) training contract amendments for six months from July 1, 2012, through December 31, 2012, with an option to extend for an additional six months, if necessary, to complete negotiations of new contracts for the provision of DCFS staff training and Master of Social Work (MSW) Internship Program services. The six IUC contractors are: California State, Los Angeles University Auxiliary Services, Inc. (CSULA), California State University, Dominguez Hills Foundation (CSUDH), California State University, Long Beach Foundation (CSULB), The University Corporation [for California State University, Northridge] (CSUN), The Regents of the University of California (UCLA), and The University of Southern California (USC). The current IUC contracts will expire on June 30, 2012.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to prepare and execute contract amendments (substantially similar to that in Attachment I) with the six current IUC contractors for the provision of IUC training and MSW Internship Program services effective July 1, 2012, through December 31, 2012. The aggregate Maximum Contract Amount for these contracts is \$4,154,500, financed by 75% (\$3,115,875) Federal revenue, 17.5% (\$727,038) State revenue, and 7.5% (\$311,587) net County cost. Funding is included in the Department's recommended Fiscal Year (FY) 2012-2013 budget.
2. Delegate authority to the Director of DCFS, or his designee, to further extend the contracts for an

additional six months from January 1, 2013, through June 30, 2013, by amendment, if necessary, provided that: a) California Department of Social Services (CDSS) approval is received; b) sufficient funding is available; and c) prior County Counsel approval is obtained. Upon execution of these amendments, the Director of DCFS, or his designee, will notify your Board and the Chief Executive Office (CEO) in writing within 10 working days from the date of the amendment execution. The cost of this six-month period is \$4,154,500, and the funding source will be the same as the first six-month extension period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current six IUC contracts will expire on June 30, 2012. The recommended action will allow DCFS to continue the provision of DCFS staff training and MSW Internship Program services for up to an additional six months while the new contracts negotiation process continues until new contracts for the newly enhanced and expanded IUC training program are recommended to your Board for approval.

DCFS is revising the contract's scope of work for the new contracts as well as the terms and conditions, which is a complex and lengthy process; however, the process is taking much longer than anticipated due to changes in funding and training regulations that require additional training deliverables. The revision will:

- Add Azusa Pacific University (APU) to the IUC as a qualified training provider supporting additional training in the east end of the County. As a new member of the IUC, APU will require adequate time to properly develop and initiate a comprehensive and applicable DCFS staff training curriculum.
- Allow CSUDH to expand the services they currently provide to include the provision of training in the south central area of the County to populations eligible under Title IV-E, that include staff, community providers, and public agency partners.
- Allow CSUN to expand the services they currently provide to include the provision of training in the north end of the County to populations eligible under Title IV-E, that include staff, community providers, and public agency partners.
- Further augment the contract's deliverables provided to DCFS staff and public agency partners to enhance skill development in strengths/needs practice, engagement and teaming, and enhance the evaluation of training and coaching effectiveness in the transfer and application of learning.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal No. 1, Operational Effectiveness, to ensure that service delivery system are efficient, effective and goal-oriented, and Goal No. 2, Children, Family, and Adult Well-Being. The recommended actions will enhance DCFS' employees' knowledge and skills in performing their duties in order to improve the well being of children and families in Los Angeles County through good health, economic well-being, safety and survival, social and emotional well-being, and educational and workforce readiness.

FISCAL IMPACT/FINANCING

The estimated aggregate Maximum Contract Amount for the six-month extension period of July 1,

2012, through December 31, 2012, is \$4,154,500, financed by 75% (\$3,115,875) Federal revenue, 17.5% (\$727,038) State revenue, and 7.5% (\$311,587) net County cost.

The estimated aggregate Maximum Contract Amount for the second six-month extension period of January 1, 2013, through June 30, 2013, is \$4,154,500, financed by 75% (\$3,115,875) Federal revenue, 17.5% (\$727,038) State revenue, and 7.5% (\$311,587) net County cost. Funding is included in the Department's recommended FY 2012-2013 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 9, 2009, your Board approved six IUC contracts for a three-year term effective July 1, 2009 through June 30, 2012. The contracts provide in-service training to DCFS employees, both professional and clerical, and select community partners eligible for training under Title IV-E training. The contracts also educate and prepare MSW students who participate in the DCFS Internship program for employment upon graduation. The MSW program includes professional in-service training and advanced instructional programs in the field of child welfare services. The training integrates Federal, State, and local laws, DCFS policies and procedures, governmental training mandates, and ongoing updates of child welfare related policies that might affect training deliverables. In addition, IUC provides in-service training that is specifically designed for DCFS employees.

The current six universities, CSULA, CSUDH, CSULB, CSUN, UCLA, and USC are members of a collaborative entitled the Inter-University Consortium (IUC). Participating universities collaborate and coordinate activities to provide consistent program services under separate contracts.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these contracts. These services cannot be effectively performed by County employees because they require the development and utilization of resources that are not available in the County system.

The CEO and County Counsel have reviewed the amendments and Board Letter. The attached contract amendments have been approved as to form by County Counsel. Additionally, in order to alert County departments of poorly performing contractors, a provision regarding the newly developed Contractor Alert Reporting Database (CARD) has also been included in the form amendment as part of the ongoing monitoring of contractors.

Due to recent changes in State Insurance Regulations, new insurance language prepared by CEO Risk Management regarding "Cancellation of or Changes in Insurance" and "Failure to Maintain Insurance" is included in the form amendments (Attachment I). The new language transfers responsibility to the Contractor to ensure that the County receives proper notification of insurance changes or cancellations.

CONTRACTING PROCESS

The current six IUC contracts were procured by negotiation for the period from July 1, 2009 through June 30, 2012, with no option to extend. On March 22, 2012, CDSS approved the DCFS' request for an additional six months extension to the contracts effective July 1, 2012 through December 31, 2012.

CONTRACTOR PERFORMANCE

The Contractors have sufficiently met performance standards to recommend contract extensions. Contractors are responsive in providing training services to DCFS' employees and MSW interns who participate in the DCFS Internship program.

The monitoring of the IUC contracts is performed on an annual basis, and includes an evaluation of monthly invoices and on-site monitoring for service, fiscal and administrative delivery compliance. The most recent monitoring results indicated that the contractors were in compliance with the contract requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

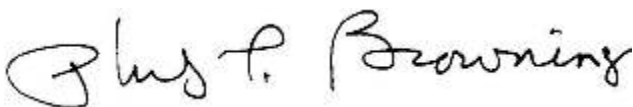
Approval of the six-month extensions will allow the Department to continue to provide training to MSW students who participate in the internship program for employment upon graduation, and to employees to further enhance their knowledge and skills in the performance of their duties. The service levels required under the recommended contract extensions are the same as those in the current contracts.

The contracts will not infringe upon the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Children and Family Services.

Respectfully submitted,



PHILIP L. BROWNING

Director

PLB:CMM

KF:FC:ew

Enclosures

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

ATTACHMENT I



(FORM AMENDMENT)

AMENDMENT NUMBER _____

**INTER-UNIVERSITY CONSORTIUM TRAINING SERVICES
CONTRACT NUMBER _____**

WITH

CONTRACTOR

AMENDMENT NUMBER _____
INTER-UNIVERSITY CONSORTIUM (IUC) TRAINING SERVICES
CONTRACT NUMBER _____

This Amendment Number ____ (hereinafter referred to as "Amendment") to the Training Services Contract Number _____, (hereinafter referred to as "Contract") is made and entered into at Los Angeles, California this _____ day of _____, 2012, by and between County of Los Angeles (hereinafter referred to as "COUNTY") and _____ (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract Number _____, adopted by the Board on June 9, 2009, and CONTRACTOR has been providing Training Services to the COUNTY;

WHEREAS, a purpose of this Amendment is to extend the term of this Contract for six months, effective July 1, 2012 through December 31, 2012, and for an additional six months, if determined necessary by the County;

WHEREAS, the contract sum is amended to add the six-month extension period contract amount;

WHEREAS, another purpose of this Amendment is to amend insurance requirements due to changes in State Insurance Regulations and changes in County requirements;

WHEREAS, another purpose of this Amendment is to add a paragraph regarding County databases that track Contractor performance; and

WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, Part II, STANDARD TERMS AND CONDITIONS, Section 7.0, CHANGES AND AMENDMENTS;

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract effective July 1, 2012:

1. Part I, UNIQUE TERMS AND CONDITIONS, Section 3.0, **TERM AND TERMINATION**, subsection 3.1 is amended to add subparagraphs 3.1.1 and 3.1.2 to read as follows:

3.1.1 The term of this contract is extended for an additional six months, effective July 1, 2012 through December 31, 2012, to complete a solicitation or negotiation of a new contract, unless terminated earlier or extended.

3.1.2 This contract may be extended for an additional six months from January 1, 2013 through June 30, 2013, at the sole discretion of COUNTY, by amendment or written notice of the Director of DCFS, or his designee, prior to the termination of the Contract.

2. Part I, UNIQUE TERMS AND CONDITIONS, Section 4.0, **CONTRACT SUM**, Subsection 4.5 is revised to read as follows:

4.5 The maximum amount payable under this Contract shall not exceed \$_____ for the contract periods July 1, 2009 through June 30, 2010; July 1, 2010 through June 30, 2011; and July 1, 2011 through June 30, 2012; and shall not exceed \$_____ for the contract period July 1, 2012 through December 31, 2012, hereinafter referred to as the "Maximum Annual Contract Sum." The total amount payable under this Contract, is \$_____, hereinafter referred to as the "Maximum Contract Sum."

3. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 5.0, **INSURANCE REQUIREMENTS** is deleted in its entirety and replaced to read as follows:

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 5.1 and 5.2 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.

5.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

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

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

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

- 5.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to

liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 5.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 5.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.
- 5.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 5.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

- 5.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 5.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 5.1.11 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

- 5.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 5.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 5.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

5.2 Insurance Coverage Requirements:

- 5.2.1 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

- 5.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 5.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization

(PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

4. Part I, STANDARD TERMS AND CONDITIONS, SECTION 63.0, **CONTRACTOR ALERT REPORTING DATABASE** is added to read as follows:

63.0 CONTRACTOR ALERT REPORTING DATABASE

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.

5. Exhibit A-4 is amended by incorporating a new line item budget for the period July 1, 2012 through December 31, 2012, and a new line item budget for the period January 1, 2013 through June 30, 2013, if the option to extend is exercised.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER _____
INTER-UNIVERSITY CONSORTIUM (IUC) TRAINING SERVICES
CONTRACT NUMBER _____

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

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

By: _____
Philip L. Browning, Director
Department of Children & Family Services

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, Acting County Counsel

By: _____
David Beaudet, Senior Deputy County Counsel