County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

PHILIP L. BROWNING
Director

FESIA A. DAVENPORT
Chief Deputy Director

March 4, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
24 March 18, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

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:

REQUEST TO APPROVE A CONTRACT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE PROVISION OF TRAINING AND STAFF DEVELOPMENT AND MASTER OF SOCIAL WORK INTERNSHIP PROGRAM SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This is to request the Board's approval to execute the Training and Staff Development and Master of Social Work Internship Program Services contract with the Regents of the University of California effective April 1, 2014, through March 31, 2017.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to execute a contract in substantially similar form to the attached contract (Attachment A) with the Regents of the University of California, for the provision of staff training and development services effective April 1, 2014, through March 31, 2017. The total annual cost for these services is $11,745,000, and the total three-year cost for these contracted services is $35,235,000, including the required in-kind match of $8,809,000. Sufficient funding is included in the Fiscal Year (FY) 2013-14 Adopted Budget.

2. Delegate authority to the Director of DCFS, or his designee, to execute amendments with UCLA to increase or decrease their maximum contract amount by no more than 10 percent per year of the original Maximum Annual Contract Sum during the term of the contract to accommodate increases or decreases in units of service provided: (a) the amendments do not include cost of living adjustment, (b) sufficient funding is available for increases, (c) County Counsel approval is obtained prior to executing the amendment, and (d) the Director of DCFS, or his designee, notifies the Board and the CEO in writing that an amendment has been executed within ten work days of the amendment's execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The six current training contracts with California State Los Angeles University Auxiliary Services, Inc. (CSULA); California State University, Long Beach Foundation (CSULB); The University Corporation [for California State University, Northridge] (CSUN); The Regents of the University of California (UCLA); The University of Southern California (USC); and California State University, Dominguez Hills Foundation (CSUDH) will expire on June 30, 2014. Approval of the new contract with UCLA will allow the County to continue to provide extensive training and professional development programs to ensure that staff at all levels are equipped to carry out federal, State, and County mandates related to child protection, foster-care placement, permanency and adoption. The new contract anticipates that UCLA will serve as the prime contractor and subcontract with the other universities in the county that have schools of social work in order to provide the desired services. The contract also includes MSW Internship Program Services designed to help ensure that program graduates are prepared to meet the challenges of child welfare.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal No.1, Operational Effectiveness and Goal No. 3, Integrated Service Delivery. 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, safe and survival, social and emotional well-being, and educational and workforce readiness.

FISCAL IMPACT/FINANCING

The term of the new contract with UCLA is effective April 1, 2014 through March 31, 2017. The estimated total annual program cost is $11,745,000, with a total three-year cost of $35,235,000. The contract will be financed by 75% ($26,426,000) federal revenue, and 25% ($8,809,000) in-kind match that will be provided by the public universities. Sufficient funding is included in the FY 2013-14 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be executed with UCLA as the prime contractor effective April 1, 2014 through March 31, 2017. UCLA will provide an MSW Internship Program as well as in-service training specifically designed for DCFS staff and partners who work directly with IV-E eligible clients. In addition, through sub-contracts with the other six universities in Los Angeles County that have accredited MSW programs, CSULB, CSUDH, CSUN, CSULA, USC, and Azusa Pacific University (APU), and other training partners, UCLA will provide MSW Internship Program and training services. The MSW Internship Program will include professional in-service training and advanced instructional programs in the field of child welfare services. Training will integrate federal, State, and local laws, governmental training mandates, DCFS policies and procedures, the Core Practice Model, and ongoing updates of child welfare related policies that might affect training deliverables.

The new service model redesign, with UCLA serving as prime contractor, will provide DCFS with increased accountability for the delivery of high quality training and robust training curriculum, as well as increased coordination of training and development services. Under this model, DCFS will release Requests for Services to UCLA, which will be responsible for ensuring that deliverables are provided as set forth in the Requests for Services. DCFS is committed to improving the way training is designed, developed, provided and evaluated, using only the most qualified entities and individuals to do so.

The Invoices and Payments provision of the contract allows the contractor to reallocate up to ten percent of the Maximum Annual Contract Sum between line item budget categories. The annual cost of the contract or the total cost for the three-year contract term will not increase or decrease due to such changes to the Statement of Work (SOW).

The contractor agrees to meet County's insurance requirements including County approval of any self-insurance programs. The contract includes mutual indemnification language, which has been approved by CEO Risk Management. All contract provisions have been reviewed and approved by Risk Management and/or County Counsel.

DCFS has determined that the Living Wage Ordinance does not apply to these contracts.

DCFS has confirmed that the Regents of the University of California are not listed in the Contractor Alert Reporting Database (CARD).

County Counsel and the CEO have reviewed the Board letter. The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS requested approval from the California Department of Social Services (CDSS) on April 12, 2013 for procurement of this contract by negotiation with a single entity and for a three-year contract term. CDSS approved the request on May 15, 2013. On June 24, 2013, DCFS notified the Board that DCFS intended to negotiate a contract with UCLA.

CDSS regulation (MPP 23.650.14) allows the County to procure contracts by negotiation with public educational institutions.

IMPACT ON CURRENT SERVICES

Approval of this contract will enable DCFS to continue providing training for MSW students who participate in the internship program and to enhance their knowledge and skills in the performance of their duties. In addition, it is in the best interest of the County to continue to provide these services because they are needed to assist DCFS in promoting continuing education in the field of social work and in providing ongoing in-service training to DCFS' employees to enhance performance critical for the care and well-being of children in the foster care system.

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DCFS.

Respectfully submitted,

PHILIP L. BROWNING
Director

PLB:CMM:EM
LTI:KAF:fc

Enclosures

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

TRAINING AND STAFF DEVELOPMENT
AND
MASTER OF SOCIAL WORK INTERNSHIP PROGRAM SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

APRIL 1, 2014

78135

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRAINING AND STAFF DEVELOPMENT
AND
MASTER OF SOCIAL WORK INTERNSHIP PROGRAM SERVICES CONTRACT
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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRAINING AND STAFF DEVELOPMENT
AND
MASTER OF SOCIAL WORK INTERNSHIP PROGRAM SERVICES CONTRACT

Training and Staff Development and Master of Social Work (MSW) Internship Program Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this 1st day of April 2014 by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

The Regents of the University of California
hereinafter referred to as "CONTRACTOR."

RECITALS

78135

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Training and Staff Development Services; and

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

WHEREAS, the COUNTY desires to provide training services to the Department of Children and Family Services (DCFS) employees to enhance their knowledge and skills in performing their duties satisfactorily, and

WHEREAS, the COUNTY desires to provide training services to educate students enrolled in the DCFS MSW) Internship Program and prepare them for employment upon graduation; and

WHEREAS, the COUNTY has determined that the services to be provided under this Contract are by a university with an MSW Program, in the County of Los Angeles

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, “Changes and Amendments” and signed by both parties.

1.2 Exhibits A, A-1, A-2, A-3, and B, Attachments A, B, C-1, C-2, C-3, D, E, F, G, H, I, J, and K, set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, and Exhibit B, Attachments.

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.

B. “COUNTY” – means the County of Los Angeles and includes the Department of Children and Family Services.

C. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

D. “COUNTY Program Manager” – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

E. “Day” or “Days” – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.

F. “DCFS” - means COUNTY’s Department of Children and Family Services.

G. “Director” - means COUNTY’s Director of the Department of Children and Family Services or his or her authorized designee.

H. “Fiscal Year(s)” - means the 12-month period beginning July 1st and ending the following June 30th.

I. “Maximum Contract Sum” - means the total amount to be paid under this contract.

J. “Participant” - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.

K. “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

L. “Subcontract” - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

2.1 The term of this Contract shall commence on April 1, 2014, or the date of execution by the Chairman of the Board of Supervisors, whichever is later, and shall expire on March 31, 2017, or three years from the date of execution by the Chairman of the Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2.2 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall 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 shall stop work immediately upon receipt of such written stop work notice.

2.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.

3.0 CONTRACT SUM

3.1 The Maximum Contract Sum for this contract is $26,426,000.

3.2 COUNTY and CONTRACTOR agree that this is a cost reimbursement contract, not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-1, Line Item Budget, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.

3.3 CONTRACTOR shall have no claim against COUNTY for, nor 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.

3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from

CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment J, County's Administration.

3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-1, Line Item Budget 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.

3.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs 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.

3.8 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INSURANCE REQUIREMENTS

4.1 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 4.1 and 4.2 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. Contractor, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Lessor after execution of this Agreement at County's request.

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 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. 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.

4.1.5 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.

4.1.6 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.

4.1.7 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.

4.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR 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.

4.1.9 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.

4.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims 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.

4.1.11 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.

4.1.12 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.

4.1.13 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.

4.1.14 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.

4.2 Insurance Coverage Requirements:

4.2.1 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

4.2.2 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.

4.2.3 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.

4.2.4 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.

5.0 INVOICES AND PAYMENTS

5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with the Line Item Budget, and in the format prescribed by the COUNTY (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).

5.2 Match Requirement

5.2.1 Pursuant to Title IV-E federal funding provisions, the CONTRACTOR shall provide in-kind match at a ratio of $1 (25 percent) for every $3 (75 percent) billed against the contract sum for services it has rendered under this Contract.

5.2.2 In-kind match with the above match ratio is also required from the following public universities subcontracted under this Contract:

(a) California State University, Dominguez Hills
(b) California State University, Long Beach
(c) California State University, Los Angeles
(d) California State University, Northridge

5.2.3 In-kind match is not required of the following private universities subcontracted under this Contract:

(a) University of Southern California
(b) Azusa Pacific University

5.2.4 CONTRACTOR shall document the in-kind match it has provided under this Contract. As needed, it may be required by COUNTY to submit a report based on the documentation maintained.

5.2.5 CONTRACTOR shall require subcontractors to submit monthly documentation of the cost of the in-kind match, and additional documentation as needed.

5.3 CONTRACTOR shall be paid only for work performed as specified in the Contract and any amendments thereto.

5.4 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of ten (10) percent of the Maximum Annual Contract Sum for each year between line item budget categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) in the Budget.

5.5 CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the ten (10) percent maximum.

5.5.1 In any event, such revisions shall not result in any increase in the Maximum Contract Sum.

5.5.2 Such requests to COUNTY shall be addressed to the COUNTY Program Manager.

5.6 CONTRACTOR shall submit an invoice in arrears in the previous month.

5.6.1 CONTRACTOR shall make reasonable efforts to submit all invoices within 45 days of the last day of the month in which the service was rendered.

5.6.2 Any invoice submitted more than 45 days after the last day of the month in which the services were rendered shall constitute a "past due invoice."

5.6.3 Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered.

5.7 Whether or not federal dollars will be used to pay for services under this contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-21 and A-110 as applicable. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars, including new publications that supersede the current OMB Circulars, which are available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html

5.8 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Division, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

and a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: _____, Program Manager
_____
_____
_____

5.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for expenses incurred as a par of this contract provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

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.

5.11 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.

5.11.1 Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 45 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR.

5.11.2 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 45 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

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 Quarterly and Annual reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

6.1 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract 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.

6.2 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.

6.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.4 CONTRACTOR agrees not to willingly or knowingly engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 CONFIDENTIALITY

7.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State, COUNTY and local laws, rules, regulations, ordinances, relating to confidentiality.

7.2 CONTRACTOR shall inform all applicable officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."

7.4 CONTRACTOR shall ensure each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

7.5 CONTRACTOR shall ensure each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

7.7 CONTRACTOR agrees to notify COUNTY in writing immediately upon becoming aware of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients.

7.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 CONTRACTOR'S STAFF IDENTIFICATION

8.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Principal Investigator

1.1.1 CONTRACTOR's Principal Investigator is designated in Exhibit B, Attachment I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Principal Investigator.

1.1.2 CONTRACTOR's Principal Investigator shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.1.3 Change in CONTRACTOR Staff - Key Personnel in this agreement shall be defined as: Principal Investigator (PI), Subcontractor Principal Investigator (Sub PI), Trainers, and Center Directors. CONTRACTOR shall not replace any Key Personnel without the prior approval of the COUNTY.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY Program Manager(s)

The responsibilities of the COUNTY Program Manager include:

(a) ensuring that the objectives of this Contract are met;

(b) providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

(c) meeting with CONTRACTOR's Program Manager on a regular basis; and

(d) inspecting project-related tasks as described in the Statement of Work, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.2 The COUNTY Program 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.

2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 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.

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

7.1 In the event it becomes necessary, county reserves the right to change or amend the contract in compliance with federal, state or county policy, regulations or applicable laws for work required. To implement such changes, a mutually agreed upon and dually signed Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.2 Any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, a mutually agreed upon and dually signed amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. To implement such changes, a mutually agreed upon and dually signed Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

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

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 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.

8.2 CONTRACTOR shall 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 shall include:

8.2.1 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.

8.2.2 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.

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract 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.

9.1.2 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 shall during the term of this Contract maintain in 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 shall 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).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMPLIANCE WITH APPLICABLE LAWS

10.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and

compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

10.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

10.1.2 For contract over $10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

10.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

11.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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 shall, 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. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

12.0 COMPLIANCE WITH 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, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

12.1 Written Employee Jury Service Policy

12.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County

Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) 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.

12.1.2 For purposes of this Section, "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 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

12.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

12.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

13.0 CONDUCT OF PROGRAM

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

14.0 CONFLICT OF INTEREST

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

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

15.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

15.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

16.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall 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 reemployment list during the life of this Contract.

17.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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 B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

17.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

18.0 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.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

19.1 A responsible contractor is one 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.

19.2 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 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.

19.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its reasonable 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.

19.4 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.

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

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

19.6 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

19.7 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.

19.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (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 shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

19.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

19.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: http://www.dir.ca.gov/dlse/debar.html
- Federal: http://www.epls.gov/epls/search.do?multiName=true

20.0 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 the certification in Exhibit B, Attachment K 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 that 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).

21.0 CONTRACTOR'S WORK

21.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

21.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

22.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and 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.

23.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

23.1 CONTRACTOR'S 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 agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

23.2 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 the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

24.0 EMPLOYEE BENEFITS AND TAXES

24.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

24.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

25.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding 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. CONTRACTOR shall 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. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

26.0 EVENTS OF DEFAULT

26.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

26.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

26.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

26.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

26.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

26.2.2 The filing of a voluntary petition in bankruptcy;

26.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

26.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

26.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

27.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act.

28.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars ($5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

29.0 FORMER FOSTER YOUTH CONSIDERATION

29.1 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/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(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, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

29.2 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).

29.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

30.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall 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 shall be exclusively in the County of Los Angeles.

31.0 INDEMNIFICATION

31.1 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its trustees, officers, agents or employees.

31.2 COUNTY shall indemnify, defend and hold harmless the CONTRACTOR, its officers, employees, and agents 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 or connected with COUNTY's acts and/or omissions arising from and/or relating to this contract, but only in proportion to and to the extent caused by, or resulting from, any negligent or wrongful act or omission on the part of COUNTY, or any of its elected and appointed officers, agents or employees.

31.3 Any entity hired by Contractor shall 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 or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

32.0 INDEPENDENT CONTRACTOR STATUS

32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

32.2 CONTRACTOR shall 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 shall 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.

32.3 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 shall 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.

32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-1, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

34.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

34.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall 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.

34.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

34.3 CONTRACTOR shall 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 shall 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.

34.4 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.

34.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, 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.

34.6 CONTRACTOR shall allow COUNTY representatives reasonably access to CONTRACTOR's employment records during regular business hours and with advanced request to verify compliance with the provisions of this section when so requested by COUNTY.

34.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate 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 Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

35.0 NON EXCLUSIVITY

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

36.0 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 shall, within three to five (3-5) business days give written notice thereof, including all relevant information with respect thereto, to the other party.

37.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

38.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit B, Attachment F.

39.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment I, CONTRACTOR's Administration and Attachment J, COUNTY's Administration. Addresses may be changed by either party giving 10 days prior written notice thereof to the other party. The Director shall have the

authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

40.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall 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.

41.0 PUBLIC RECORDS ACT

41.1 Any documents submitted by CONTRACTOR, in the performance of this Contract, that the Contractor does not specifically identify as confidential, proprietary, or trade secret, become the property of the COUNTY.

41.1.1 All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked “trade secret,” “confidential,” or “proprietary.”

41.2 The COUNTY shall 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 of court of competent jurisdiction.

41.3 Upon receipt of a request for disclosure under the California Public Records Act, County will first notify Contractor of such request.

41.4 County agrees to provide Contractor an opportunity to object to the release of any record that Contractor contends is protected from disclosure under the Public Records Act prior to the County any such record and the County shall withhold any such record from release.

41.5 In the event the County is required to defend an action on a Public Records Act due to Contractor’s demand for nondisclosure as set forth in this paragraph, the Contractor agrees to defend and indemnify the County for all costs and expenses of such action, including reasonable attorney’s fees and Contractor shall have the right to control the litigation, including, without limitation, the right to select counsel.

42.0 PUBLICITY

42.1 The CONTRACTOR shall 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 shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

42.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

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

42.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

43.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

43.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

43.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such

material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

43.3 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 shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

43.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

43.5 If, at any time during the term of this Contract or within three (3) 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 shall 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 shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

43.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Upon request of the COUNTY, CONTRACTOR shall forward copies of such reports to DCFS.

44.0 RECYCLED-CONTENT PAPER

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

45.0 SAFELY SURRENDERED BABY LAW

45.1 Contractor's Acknowledgement of COUNTY's Commitment to the 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 "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

45.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment H, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

46.0 SHRED DOCUMENT

46.1 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.

46.2 Documents for record and retention purposes in accordance with Subsection 43.2 (Record Retention and Inspection/Audit Settlement) of this Contract are

to be maintained for a period of three (3) years from the County's final payment under this Contract.

47.0 SUBCONTRACTING

47.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY or as indicated in the approved budget Exhibit A-1.** Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

47.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

47.2.1 A description of the work to be performed by the Subcontractor;

47.2.2 A draft copy of the proposed subcontract; and

47.2.3 Other pertinent information and/or certifications requested by the COUNTY.

47.3 CONTRACTOR shall 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.

47.4 Change in CONTRACTOR Staff - Key Personnel in this agreement shall be defined as: Principal Investigator (PI), Subcontractor Principal Investigator (Sub PI), Trainers, and Center Directors. CONTRACTOR shall not replace any Key Personnel without the prior approval of the COUNTY.

47.5 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

47.6 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon reasonable request of COUNTY Program Manager all the following documents:

47.6.1 An executed Exhibit B, Attachment C-1, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

47.6.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and

47.6.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

47.7 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.

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

47.9 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

48.0 TERMINATION FOR CONTRACTOR'S DEFAULT

48.1 COUNTY may, by 30-day advance written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

48.1.1 CONTRACTOR has materially breached this Contract;

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

48.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

48.2 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in this Sub-section

48.2 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 shall 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 Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

48.3 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of this Sub-section 48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

48.3.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

48.4 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

49.0 TERMINATION FOR CONVENIENCE

49.1 This Contract may be terminated by either party. Termination of work hereunder shall be effected by Notice of Termination to 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 shall be no less than 10 days after the notice is sent.

49.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

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

49.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

50.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

51.0 TERMINATION FOR INSOLVENCY

51.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

51.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;

51.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

51.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

51.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

51.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

52.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

53.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

54.0 USE OF FUNDS

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.

55.0 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 shall not be affected thereby.

56.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall 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 shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57.0 WARRANTY AGAINST CONTINGENT FEES

57.1 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.

57.2 For breach of this warranty, the COUNTY shall 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.

58.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR warrants that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By Don Knabe
Chairman, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____
Deputy

MAR 18 2014

State of California, County of Los Angeles
Subscribed and sworn to (or affirmed) before me
on this 3rd day of March, 20 14,
by Marcia L. Smith,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature: Gabriella S. Loughnot

GABRIELLA S. LOUGHNOT
COMM. #2034242
Notary Public - California
Los Angeles County
My Comm. Expires July 21, 2017

The Regents of the University of California
CONTRACTOR

By _____

Name Marcia L. Smith

Title Associate Vice Chancellor

By _____

Name Patti Manheim

Title Director

95-6006143
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

BY: _____
David Beaudet, Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

#24 MAR 18 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

78135

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

EXHIBIT A

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

TRAINING AND STAFF DEVELOPMENT
AND
MASTER OF SOCIAL WORK INTERNSHIP PROGRAM SERVICES CONTRACT

STATEMENT OF WORK

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

April 1, 2014

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRAINING AND STAFF DEVELOPMENT
AND
MASTER OF SOCIAL WORK INTERNSHIP PROGRAM SERVICES

STATEMENT OF WORK

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PREAMBLE

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

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

These shared values are encompassed in the COUNTY's Strategic Plan's three Goals: 1) Operational Effectiveness; 2) Fiscal Sustainability; and 3) Integrated Service Delivery. Improving the well-being of children/youth and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART A – PROJECT FOUNDATION

1.0 INTRODUCTION

The Department of Children and Family Services (DCFS) released its Strategic Plan on September 28, 2012. DCFS' vision is a Los Angeles County where "children thrive in safe families and supportive communities."

DCFS' Mission is to practice a uniform service delivery model that measurably improves: child safety, permanency, and access to effective and caring services.

DCFS' values are:

- Cultural Sensitivity: We acknowledge, respect, value, and understand the importance of cultural diversity in all aspects of child welfare practice.

- Leadership: We engage, motivate, and inspire others to collaboratively achieve common goals through example, vision, and commitment.

- Accountability: We accept responsibility for our actions, behavior, and results.

- Integrity: We are honest, forthcoming, and transparent, always acting in accordance with the highest ethical standards and values.

- Responsiveness: We take needed action in a timely manner.

DCFS Strategic Plan Goal II – Pursue Workforce Excellence, Strategy II.3, Human Resource Management, includes three objectives to improve training, including conducting a training needs assessment, establishing an educational program that delivers a foundational experience for each new hire, and developing an ongoing training curriculum for front line workers, programmatic and administrative staff, supervisors and managers, and providers.

The COUNTY must maintain an extensive training program and professional development to ensure that its executive, managerial, social workers, key providers, advocates and stakeholders are equipped with the knowledge, skills, attitudes and values necessary to effectively engage and work with the children and families served by the Department of Children and Family Services. Quality training ensures staff and providers are trained and equipped to carry out current federal, state and COUNTY mandates relating to child protection, child abuse prevention, child welfare legislation, foster care placements, permanency and adoption. This includes a master of social work internship program designed to produce highly skilled professionals to meet the challenges of child welfare and to best serve children and families.

To meet these needs, the COUNTY will contract with the Regents of California, a State-controlled institution of higher education, to serve as a prime contractor through Procurement by Negotiation (PBN) as approved by the California Department of Social Services (CDSS). The Regents shall engage the most qualified professionals and expert trainers in providing training and development services. This contract is supported by Title IV-E of the Social Security Act which authorizes federal funding to be used by state agencies in partnership with universities in order to improve the preparation and training of public child welfare social work staff, and will include the integration of the DCFS Core Practice Model into all training and professional services.

2.0 DEFINITIONS

2.1 **Approval to Proceed** – means approval signatures of both the COUNTY Program Manager or his/her designee and CONTRACTOR'S Authorized Official are provided in the final section of the Request for Service Form (Exhibit A-3) and the CONTRACTOR is authorized to commence work on the training and development service component(s) as set forth in the final

Request for Service. The Approval to Proceed triggers CONTRACTOR'S obligation to deliver said components.

2.2 **Board of Behavioral Science Examiners (BBSE) Training** – means training for candidates to be certified as a Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist, and for licensed DCFS staff needing to satisfy new or continuing education licensing educational requirements to retain their licenses.

2.3 **California Social Work Education Center (CalSWEC)** – means the State of California's coalition of social work educators and practitioners, providing education, student support, in-service training and workforce evaluation research to develop effective, culturally competent public service delivery throughout the State. CalSWEC operates the Title IV-E Stipend Program, Regional Training Academy (RTA) Coordination Project, Mental Health Program (MHP) and Aging Initiative (AI).

2.4 **Coaching** – means the process by which an individual's skills or abilities are reinforced through a range of skill-based, practice-oriented activities.

2.5 **Consultant** – means a subject matter expert or professional who provides technical advice, curriculum development, direct training, opinion and/or information.

2.6 **Continuous Learning** – means a process by which students improve the knowledge, skills and abilities they acquired during a previous training. An example of the provision of Continuous Learning is coaching in the field following a classroom learning experience.

2.7 **CONTRACTOR'S Field Education Manual** – means a written instructional booklet of information provided by the CONTRACTOR and other universities to the Master of Social Work (MSW) Interns that includes, but is not limited to, information regarding academic goals, objectives, policies, roles, fieldwork expectations, evaluation, and guidelines for the fieldwork experience.

2.8 **Core Practice Model** – means the shared model between DCFS and the COUNTY Departments of Mental Health and Probation that describes the common vision, guiding principles, and practice activities for improving the lives of the children, youth and families served by these departments. The model provides an overarching framework for promoting best practice standards.

2.9 **Course** – means a subset of a training and development service with specified learning outcomes and a specific timeline for completion by its students within the overall service.

2.10 **Cross Level Training/Learning Organization Group Training** – means trainings which specifically include staff and managers at multiple levels and across programs in DCFS and which serve to align service delivery efforts and provide shared training opportunities to acquire common knowledge and skill as related to a particular initiative, program, or practice change.

2.11 **Cross System Training** – means training provided to a combined audience of DCFS staff and other COUNTY and non-County participants working with dependent or delinquent children. The training is designed to provide knowledge skills, and values of interest to direct service, as well as to promote, communication, cooperation, and professional exchange among different professions, disciplines, practitioners, and/or agencies in the training audience.

2.12 **CSW Foundational Training** – means the training, provided to all newly hired Children's Social Workers (CSW), which includes: 1) an orientation to County service and DCFS employment; 2) a range of training modules designed to equip staff with the core knowledge and skills required to perform effectively as case-carrying CSWs; and 3) Core Training courses required by the California Department of Social Services Training Regulations within the required timeframes. (Reference: California Department of Social Services All County Information Notice I-66-03).

2.13 **DCFS Field Education Manager** – means the DCFS Manager responsible for the comprehensive requirements of the DCFS Internship Program services.

2.14 **DCFS Field Education Manual** – means a written instructional manual of information provided by DCFS that includes, but is not limited to, information regarding DCFS Mission, vision, goals; child abuse mandated reporting requirements; basic DCFS policies including sexual harassment and confidentiality; DCFS programs and initiatives; professional standards and code of ethics; confidentiality; case management, adoptions and emergency response guidelines; and a glossary of DCFS acronyms.

2.15 **DCFS Field Intern Coordinator** – means the COUNTY employee who coordinates the field placement and overall progress of MSW Stipend Interns and training for MSW Stipend Interns and DCFS Field Instructors. The DCFS Field Intern Coordinator works collaboratively with CONTRACTOR to plan, coordinate and enhance the DCFS Internship Program.

2.16 **DCFS Internship Program** – means the program whereby MSW Stipend Interns acquire necessary practice skills, knowledge and values through practicum education and training.

2.17 **DCFS Internship Training Seminars – means courses developed and** sponsored by DCFS for all MSW Stipend Interns as foundational and essential training in preparation for the internship experience with DCFS.

2.18 **Deliverable** – means the final product that satisfies the requirements of a Request for Service as that term is defined in this Statement of Work.

2.19 **Evaluation** – means a process by which the efficacy of training delivery is measured in terms of the acquisition, integration, and retention of knowledge, skills, and abilities. An example of evaluation is the provision and analysis of pre- and post-tests to Children's Social Workers during CSW Foundational Training.

2.20 **Field Education Coordinator/Field Liaison** – means the CONTRACTOR's employee or subcontractor who is responsible for the coordination of the university stipend program, MSW Stipend Interns' overall progress in the Internship program, and collaboration with the COUNTY's Internship Program Manager to ensure that the university's MSW curriculum is integrated into the MSW field education experience.

2.21 **Field Instructor** – means the DCFS Staff person who plans, implements, monitors, and evaluates the MSW Stipend Intern's field internship educational experience during their placement with DCFS.

2.22 **Field Instructor Certification** – means the certification provided to a Field Instructor who has a MSW degree, two years post MSW graduation work experience, and has completed a new field instruction class from any Southern California School of Social Work consortium accredited by the Council on Social Work Education.

2.23 **Learning Management System (LMS)** – means a web based computer system that can deliver, track, and maintain records of training and learning.

2.24 **The Learning Net** – means a Learning Management System that is utilized by all COUNTY departments to track, deliver and maintain records relevant to learning. The LMS offers self registration to learners and report features for management.

2.25 **Learning Outcome** – means specific knowledge, skill, and/or ability that a training is designed to transmit or develop.

2.26 **Level I Evaluation** – means a tool used to solicit student or trainee feedback regarding a training experience.

2.27 **Level II Evaluation** – means specific activities conducted before, during and after a training or development experience in the form of either a knowledge demonstration or test. This evaluation measures changes in knowledge, skill and/or attitude.

2.28 **Level III Evaluation** – means specific activities conducted post-training while the trainee is on the job and measures the transfer of knowledge to the application of skills and behaviors learned in training to the job.

2.29 **Macro Project** – means projects MSW Stipend Interns complete that involve: program development, planning, organization, and evaluation, as well as community organizing, policy analysis, legislative advocacy, program evaluation, community education, or human services management.

2.30 **Module** – means a subject of training contained in a training and development service that covers one or more specific topics and that may vary in terms of the number of units, days and/or hours.

2.31 **MSW Stipend Interns** – means students enrolled in a MSW accredited institution, awarded a Title IV-E MSW Intern Stipend and placed to intern at the County agency's DCFS Internship Program in preparation for employment as a Children's Social Worker (CSW).

2.32 **Needs Assessment** – means a process to determine the existing gaps in skills, knowledge, and abilities. An example of a needs assessment is a survey of social workers asking them to identify what skills are most important to their job and how proficient they believe they are in each area.

2.33 **Placement Agreement** – means an agreement entered into with DCFS, permitting placement of MSW student interns at DCFS for learning opportunities representative of child welfare practice. The Placement Agreement outlines the terms and conditions of mutual responsibility and liability for placement of the students at the agency.

2.34 **Post-Submission Conference** – means a meeting between the COUNTY and CONTRACTOR following the CONTRACTOR's submission of a Response to Request for Service and prior to COUNTY'S issuance of Approval to Proceed. The conference is designed to answer any questions CONTRACTOR or COUNTY may have before Approval to Proceed is finalized.

2.35 **Preceptor** – means the CSW who, in addition to the Field Instructor, shares his/her cases with MSW Stipend Interns to enable them to gain casework experience with DCFS clients.

2.36 **Pre-Submission Conference** – means a meeting between COUNTY and CONTRACTOR following the issuance of a Request for Service and prior to CONTRACTOR'S submission of a Response to Request for Service. The conference is designed to answer any questions CONTRACTOR or COUNTY may have before CONTRACTOR submits its Response to Request for Submission.

2.37 **Principal Investigator** – means the CONTRACTOR staff responsible for the daily management of Contract operations and oversight of the work to be performed by the CONTRACTOR, its Subcontractors and Consultants, and for regular coordination with the COUNTY Program Manager.

2.38 **Registration Support** – means tasks associated with registering, tracking, and confirming attendance of learners.

2.39 **Request for Service** – means a written request from COUNTY to CONTRACTOR to provide one or more training and development service components as defined in this Statement of Work.

2.40 **Response to Request for Service** – means CONTRACTOR'S written response to COUNTY'S Request for Service.

2.41 **Technology-based Instructional Designer (TID)**- means an individual who plans, designs, creates and implements e-learning and other multi-media training to promote professional staff development. This designer develops online learning curriculum, online evaluations and assessments, and innovative web-based tools that support child welfare training in collaboration with subject matter experts and traditional curriculum developers.

2.42 **Title IV-E** – means Part E, Subchapter IV, of Chapter 7, Title 42 of the Social Security Act (42 U.S.C. 670, et. seq.) that sets forth standards for federal payments for foster care and adoption assistance including funding for the administration of staff development and training for those serving Title IV-E eligible children and families.

2.43 **Title IV-E MSW Trainee Agreement** – means the document that specifies the terms and conditions of an MSW Stipend Intern's obligation to work as a social worker for the COUNTY through employment with DCFS.

2.44 **Training and Development Service** – means the culmination of the process to assess baseline, gaps, and improvements in knowledge, skills,

and abilities; identify necessary learning outcomes; design and develop training modes and methods; ensure continuous learning; and evaluate delivered training.

2.45 **Training and Development Service Component** – means one of the following: Needs Assessment, Design, Development, Delivery, Continuous Learning, or Evaluation, as those terms are defined in this Statement of Work.

2.46 **Training and Staff Development Advisory Board** – means the advisory body presided over by the DCFS Director or his designee that provides a forum to review and discuss the status and quality of ongoing or completed training and development services; discuss future training needs; make recommendations relative to cross-training COUNTY Departments and services providers to better coordinate services delivery; and address other pertinent issues relative to training and development.

2.47 **Training Delivery** – means the learning materials and methods used to transmit knowledge and develop skills and abilities required to achieve a specified learning outcome. Delivery modalities shall be designed to ensure transferability to direct practice and relationship building and include, but not be limited to: live lectures, on-line/on-demand learning, e-mentoring/coaching, refreshers, phone apps, interaction between co-workers, individual and group reflection, experiential training, webinars, podcasts and simulations, all guided by adult learning. Delivery modalities will be designed to help students develop the critical thinking, problem solving and interpersonal skills needed for effective child welfare practice.

2.48 **Training Design** – means the identification of a learning outcome as well as a description of the mode and sequence in which the learning material will be delivered. An example of training design for Supervising Children's Social Workers might include learning outcomes to improve conflict resolution and team building skills and the proposed schedule for material presentation.

2.49 **Training Development** – means the process by which a design is converted into training plans, timelines, and learning outcome materials. An example of training development is determining the timeline, curriculum, materials and trainers to be used for a training on conflict resolution.

2.50 **Training Requirements** – means the number of hours that Children's Social Workers (CSW) and Supervising Children's Social Workers (SCSW) must complete following completion of their respective Core Academy Training requirements. For new CSWs and assigned or promoted SCSWs, the required hours of continuing training (40 hours

every 24 months) will commence with the state fiscal year after completion of their Core Academy Training. (Reference: California Department of Social Services All County Information Notice I-66-03).

3.0 COUNTY PROGRAM MANAGEMENT

3.1 COUNTY will appoint a COUNTY Program Manager (CPM) to oversee the CONTRACTOR's compliance with the provisions of this contract. In addition, the COUNTY Program Manager or designee will be responsible for the following:

3.1.1 Overseeing the ongoing training and development needs of those serving children and families receiving Title IV E services including: DCFS staff, COUNTY staff, community partners/stakeholders, and others as appropriate;

3.1.2 Providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information and procedural requirements;

3.1.3 Completing the following process to realize a training and development service: (a) Develop, complete, and submit to vendor Requests for Service in accordance with the provisions of this Contract,(b) conduct Pre-Submission Conferences with CONTRACTOR, when necessary;(c) conduct Post Submission Conferences with CONTRACTOR, when necessary; (d) issue Notices to Proceed.

3.1.4 Reviewing and approving CONTRACTOR'S invoices for all deliverables under this Contract; assessing the performance-based agreed upon outcomes.

4.0 CONTRACTOR STAFFING

4.1 CONTRACTOR shall designate a Principal Investigator (PI) responsible for daily management of Contract operations and oversight of the work to be performed by CONTRACTOR, its Subcontractors and Consultants and shall coordinate with the CPM, as defined in this Statement of Work.

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

5.1 CONTRACTOR shall provide training and development services as agreed upon in Requests for Services and authorized by the COUNTY's Approval to Proceed, including needs assessments, training design and development, evaluation, continuous learning, registration, and training sites.

5.2 CONTRACTOR shall use technology-based Instructional Designer(s) (TID) to ensure that innovative technologies are utilized to enhance training and staff development, including, but not limited to the development of asynchronous and synchronous web-based training, assessment and evaluation, as requested by COUNTY.

5.3 CONTRACTOR shall ensure that technical assistance and support are provided to work with DCFS to manage, configure and troubleshoot technical hardware and software and access, manage and report data in order to work together to support the needed technologies for equipment purchased under the contract.

5.4 CONTRACTOR shall provide established expert professionals in the delivery of all required training and development services under this contract and subcontract with other universities and child welfare experts as approved by COUNTY.

5.5 CONTRACTOR shall designate one or more members to the Training and Staff Development Advisory Board and ensure representation of each subcontracted university participating in the training and/or DCFS Internship Program to serve as members of the Training and Staff Development Advisory Board at a date and frequency determined by COUNTY.

5.6 CONTRACTOR shall ensure that the quality of service performed fully meets the performance requirements set forth in Part C, Performance Outcome Summary.

5.7 CONTRACTOR shall immediately inform COUNTY Program Manager, in writing, of any issues that may prevent or hinder performance under this Contract as soon as CONTRACTOR becomes of aware of the issue.

5.7.1 Such writing may be communicated by e-mail to the COUNTY'S Program Manager.

5.8 CONTRACTOR agrees that any work performed outside the scope of this Statement of Work deemed innovative with the intention of improving training outcomes and ultimately improving the outcomes for children and families shall be discussed and require prior written approval of DCFS.

5.9 CONTRACTOR shall design and administer DCFS approved Level I, II and III instruments as defined in the Request for Service or utilize subcontractor approved by COUNTY to design and administer DCFS approved Level I, II and III instruments as defined in the Request for Services.

5.10 CONTRACTOR may also seek approval for additional research projects that examine how training and staff development activities contribute to organizational and systems level changes over time.

5.11 CONTRACTOR shall provide qualitative and quantitative evaluations and evidence based research reports that promote the DCFS Strategic Plan.

6.0 TRAINING AND STAFF DEVELOPMENT ADVISORY BOARD

6.1 The Training and Staff Development Advisory Board shall be established by DCFS and will include university partners to operate as an advisory body and provide a forum to address issues pertinent to DCFS' Mission, Visions, and Values as impacted by the CONTRACTOR's deliverables under this Contract. The Board shall:

6.2 Review and discuss the status and quality of ongoing or completed training and development services and the DCFS Internship Program;

6.3 Discuss future training needs and needs of the DCFS Internship Program;

6.4 Make recommendations relative to cross-training COUNTY Departments and service providers to better coordinate service delivery;

6.5 Address other pertinent issues relative to training and development and the DCFS Internship Program.

7.0 REQUESTS FOR SERVICE

7.1 COUNTY Program Manager will forward via email a Request for Service Form (Exhibit A-3) to CONTRACTOR's Principal Investigator. The Request for Service Form will:

7.1.1 Specify the required format of CONTRACTOR'S Response to Request for Service, including order of attachments, proposed budget schedules, etc.;

7.1.2 Specify a reasonable date, time, and email address for CONTRACTOR'S Response to Request for Service. Reasonable date, time to respond to Request for Service defined as: 3 days to 6 weeks depending on the level of planning, meetings, staff, and space needed to carry out the Request for Service.

7.1.3 Provide a date for a Pre-Submission Conference or specify a deadline for CONTRACTOR to request a Pre-Submission Conference;

7.1.4 Identify the initial specific learning outcomes desired with an understanding that additional learning outcomes may be identified by DCFS of the CONTRACTOR;

7.1.5 Identify which training and development service components are requested;

7.1.6 Identify a proposed target audience for the relevant training and development service component(s), if known;

7.1.7 Specify all information required in an acceptable Response to Request for Service, including:

a) The qualification of each person that CONTRACTOR or subcontractor proposes to provide any training and development service component;
b) The proposed timeline for each training and development services component;
c) Proposed training venue(s) and training delivery modalities; and
d) For each training and development service component, the levels of cost, including all fixed and variable components based upon the size of the target audience and the number of learning outcomes the service is designed to achieve.

7.2 CONTRACTOR shall sign, scan, and email page one of the Request for Service, confirming receipt of the Request for Service from COUNTY.

7.3 If requested by either party following COUNTY'S Request for Service, and prior to the CONTRACTOR'S submission of its Response to Request for Service, CONTRACTOR shall participate in Pre-Submission Conference for the purpose of clarifying provisions in the Request for Service.

7.4 CONTRACTOR shall submit an electronic Response to Request for Service to COUNTY Program Manager meeting all requirements as set forth in the COUNTY's Request for Service.

7.5 If necessary, CONTRACTOR shall participate in Post-Submission Conference. A Post-Submission Conference may be requested by COUNTY or CONTRACTOR following the CONTRACTOR's submission of its Response for Request for Service to clarify provisions of any amended Request for Service, and confirm that

COUNTY and CONTRACTOR have the same understanding relative to Deliverables under this Contract.

7.6 Approval signatures of both the COUNTY Program Manager or his/her designee and CONTRACTOR'S Authorized Official in the final section of the Request for Service (Exhibit A-3) shall indicate an Approval to Proceed. The Approval to Proceed authorizes CONTRACTOR to commence work on the training and development service component(s) and triggers CONTRACTOR'S obligation to deliver said components.

7.7 CONTRACTOR shall provide only the training and development service components specified in the County-approved Response to Request for Service.

PART B – SERVICE DESCRIPTION

8.0 SCOPE OF WORK – TRAINING AND DEVELOPMENT SERVICES

8.1 Transition Plans

8.1.1 CONTRACTOR shall develop an implementation plan by May 1, 2014 for approval by COUNTY to support infrastructure and allow for continuity of services to allow the continuation of existing training.

8.1.2 CONTRACTOR shall ensure any necessary subcontracts will be effective July 1, 2014.

8.2 Training and Development Services

All DCFS training and development service deliverables performed by the CONTRACTOR and subcontractors shall support the DCFS Strategic Plan and Core Practice Model; and may include the following components, as defined in Section 2.0 - Definitions, unless expressly waived by COUNTY in a Request for Service: (a) Needs Assessment (b) Design (c) Development (d) Delivery (e) Continuous Learning and (f) Evaluation.

8.3 COUNTY AND CONTRACTOR shall work together to transition the Pathlore database to DCFS. CONTRACTOR shall continue to maintain the Pathlore database until this transition is completed.

8.4 Registration and Attendance

CONTRACTOR shall complete and submit training course templates and training offering templates to DCFS.

8.5 CONTRACTOR shall create training offerings in LMS subsequent to DCFS course creation in LMS.

8.6 CONTRACTOR shall register DCFS employees and enter their attendance in LMS upon completion of training provided DCFS has created necessary courses and entered such employees into the system.

8.7 CONTRACTOR shall gather and track registration and attendance data for all non-DCFS employees.

8.8 CONTRACTOR shall ensure that verification of BBS training is provided to those who are eligible and have completed BBS training as required in a Request for Service.

8.9 Training Sites

8.9.1 CONTRACTOR shall provide adequate training space for all training and development services as designated in Requests for Service.

8.9.2 All training sites and venues must be approved by COUNTY through the Request for Service process.

8.9.3 CONTRACTOR shall purchase needed technologies as indicated in Request for Service.

8.10 Procurement of Trainers and Presenters

8.10.1 CONTRACTOR'S personnel involved in any training and development shall meet the specified requirements as outlined in the Request for Service. This may include, but not be limited to education and professional experience.

8.10.2 CONTRACTOR shall be responsible for securing and maintaining personnel or subcontract personnel who meet the specified requirements as outlined in the Request for Service. This may include relevant experience and expertise required to provide training and development Service.

8.10.3 CONTRACTOR shall provide documentation in the Response to the Request for Service verifying the personnel or subcontract personnel meet minimum requirements.

8.10.4 At the discretion of DCFS, CONTRACTOR'S personnel and subcontractors involved in any component of training and

development shall participate in an orientation as required by DCFS.

8.10.5 The orientation shall be designed to provide relevant information that will enable CONTRACTOR'S personnel or subcontractors to integrate their professional knowledge and experience with current DCFS needs and practices.

8.10.6 CONTRACTOR shall secure subject matter practitioners, experts, practice leaders, and presenters on a variety of professional practice topics, as well as experienced faculty from local universities.

8.11 CONTRACTOR shall maintain final training and development materials, presenter identification and credentials, attendance and evaluation materials related to this agreement for a period of three years after the termination date. Upon written request from the COUNTY, CONTRACTOR shall furnish a copy of all non-proprietary materials at COUNTY expense.

8.11.1 Training and development materials may include: learning objectives, course outlines and agendas, basic content, Power Point presentations, trainers' notes and directions, activities to achieve learning objectives and trainee handouts.

8.11.2 When available, training and development materials shall be available in electronic form for transmission upon COUNTY's request.

8.11.3 If the COUNTY determines in a Request for Service, training and development materials are to be proprietary for the sole use of the COUNTY, it will be identified as such in the Request for Service.

8.12 Based on needs of the COUNTY, training and development services to be requested through a Request for Service may include, but not be limited to:

a) Adoption Training

b) Assistant Regional Administrator Leadership Training

c) Board of Behavioral Science Examiners Licensure Training

d) Child Protection Hotline Training

e) Children's Social Worker (CSW) Foundational Training

f) Core Practice Model/Coaching

g) County Partner Training

h) Emergency Response (ER) Foundational Investigations Training

i) Emergency Response Ongoing and Advanced Practices Training

j) Emergency Response Command Post

k) Learning Organization Group (LOG)

l) Management and Executive Leadership Training

m) Public Health Nursing Training

n) Private Providers/Community Partners Training

o) Supervisory Children's Social Worker (SCSW) Foundational Training

p) SCSW Ongoing and Advanced Practices Training

q) Training for Trainers

r) Training for DCFS Internship Program

s) Additional Courses

9.0 SCOPE OF WORK - DCFS INTERNSHIP PROGRAM

COUNTY and CONTRACTOR will implement a DCFS Internship Program to support MSW Stipend Interns at DCFS. The DCFS Internship Program is a Title IV-E supported program designed to recruit and prepare MSW Stipend Interns as CSWs for DCFS, enabling DCFS to increase its employee pool of professionally trained social workers. The program includes a stipend as an incentive to secure commitment from the MSW Stipend Interns at the universities with accredited MSW programs in Los Angeles COUNTY to work for the Department upon graduation.

9.1 <u>COUNTY'S DCFS INTERNSHIP PROGRAM RESPONSIBILITIES</u>

9.1.1 COUNTY's Field Placement Staff

COUNTY shall serve as the placement agency for MSW Stipend Interns throughout DCFS.

9.1.2 COUNTY shall provide one DCFS Internship Program Manager who shall:

(a) Oversee and manage the DCFS Internship Program.
(b) Ensure University Placement Agreements are in place with CONTRACTOR for placement of MSW Stipend Interns with DCFS.
(c) Review completed Title IV-E MSW Trainee Agreements to ensure that all requirements have been met and submitted to the DCFS Director for approval.
(d) Oversee the development and delivery of DCFS Field Instructor and Preceptor In-Service training.
(e) Meet with CONTRACTOR on a quarterly basis to assess and evaluate the DCFS Internship Program.

9.1.3 COUNTY shall designate DCFS staff to serve as Intern Field Coordinators who shall:

(a) Serve as liaison to the University Field Coordinators/Field Liaisons for Interns placed from the participating universities.
(b) Interview all DCFS internship candidates and participate in Intern selection in collaboration with those universities having Placement Agreements with DCFS
(c) Serve as liaison to those universities having Placement Agreements with DCFS.
(d) Conduct DCFS Internship Program Orientation and Seminar training sessions in collaboration with those universities having Placement Agreements with DCFS through the Request for Service process.
(e) Coordinate ongoing Intern In-Service training sessions to review DCFS protocols, policies, procedures and Core Practice Model in collaboration with those universities having Placement Agreements with DCFS through the Request for Service process, as necessary.
(f) Problem-solve challenging Intern matters with Field Instructors and University Field Coordinators/Field Liaisons with those universities having Placement Agreements with DCFS.
(g) Meet and communicate regularly with CONTRACTOR regarding curriculum development, coordination of seminar training and In-Service training.

9.1.4 COUNTY DCFS Staff Field Instructor shall:

(a) Supervise second-year MSW Stipend Interns on a weekly schedule as determined by each Intern's university for concentration year placement.
(b) Provide one-hour weekly individual field supervision to each Intern assigned for field placement.
(c) Facilitate the integration of DCFS initiatives, policies and programs into the field education practicum.
(d) Select cases for secondary assignment to Interns for case management or Emergency Response (ER) investigation.
(e) Identify Preceptors for Interns, as necessary, and provide on-going direct consultation for each program rotation assignment (ER, Continuing Services, and macro project) to enhance communication and clarify assignments between Preceptors and Interns.
(f) Assist Interns with the development of the Learning Agreement.
(g) Review and provide feedback on weekly submission of Process Recording assignments.
(h) Review and provide feedback on all case related documentation prior to entry in CWS/CMS (e.g., client/collateral contacts, medical/dental/educational updates and progress notes).
(i) Maintain oversight of macro projects, as appropriate.
(j) Observe Intern interactions and case management competence with clients.
(k) Complete written quarterly/semester Intern Field Evaluations for Interns as required by the university.
(l) Participate in evaluation meetings with the Interns and University Field Coordinators/Field Liaisons.
(m) Meet with Preceptors as necessary on case related matters and to evaluate Intern progress.
(n) Integrate learning theory with DCFS mission, policy, procedures, program initiatives, child welfare practice methods, and case management practice in collaboration with the Interns University Field Coordinators/Field Liaisons.
(o) Administer year-end Intern evaluation of DCFS Internship Program.

9.1.5 When necessary, COUNTY shall provide one DCFS Staff Preceptor for each MSW Stipend Intern. Preceptors shall:

(a) Attend DCFS designated Preceptor Orientation meetings.
(b) Attend initial Intern/Preceptor meet and greet meetings.
(c) Review and summarize case assignments for Interns.
(d) Review case files with Interns and identify case plans, related case forms and court reports or each case.
(e) Discuss Intern roles on each case assignment.
(f) Conduct initial home visits with Interns and subsequent home visits as deemed appropriate and/or necessary.
(g) Meet with Interns on a weekly basis to review case progress.
(h) Meet with Field Instructors periodically for case updates.
(i) Alert Field Instructors on any case or Intern performance related concern or issue.
(j) Meet with Field Instructors and Interns to discuss and evaluate Intern progress related to knowledge, skill, and practice development.

9.2 Title IV-E MSW Trainee Agreement

9.2.1 Upon review and approval, COUNTY's DCFS Internship Program Manager shall review and forward completed Title IV-E MSW Trainee Agreements (Exhibit A-2) to the DCFS Director for final approval and signature.

9.2.2 COUNTY's DCFS Internship Program Manager shall return to each Intern a copy of the fully executed Title IV-E MSW Trainee Agreement within 45 days of placement.

9.3 <u>CONTRACTOR'S INTERNSHIP PROGRAM RESPONSIBILITIES</u>

9.3.1 CONTRACTOR's Field Placement Staff

CONTRACTOR shall provide a University Field Coordinator/Field Liaison and shall ensure participating university subcontractors who have a University Field Placement Agreement with DCFS, provide a staff Field Coordinator/Field Liaison who shall maintain administrative oversight of the DCFS Internship Program.

9.3.2 CONTRACTOR's Field Coordinator/Field Liaison(s) shall:

(a) Identify MSW students for the DCFS Internship Program.

(b) Participate in Intern Orientation, Seminar and In-Service training sessions in collaboration with DCFS Internship Program Manager or designee.
(c) Meet with DCFS Intern Field Coordinators to monitor and evaluate intern's progress
(d) Plan, coordinate and participate in any DCFS Field Instructor In-service training in collaboration with DCFS Internship Program staff.
(e) Integrate university curriculum into the DCFS Internship Program that links graduate schools' learning practice.
(f) Participate with the DCFS Internship Program in the development, improvement and enhancement of the DCFS Internship Program and curriculum.
(g) Work collaboratively with DCFS Field Instructors.
(h) Recruit and promote the DCFS Internship Program among university MSW students.
(i) Distribute Title IV-E MSW Stipend Intern Applications to all potential candidates.
(j) Schedule Title IV-E MSW Stipend Intern interviews and coordinate interview panel, to include DCFS participation.
(k) Interview potential Title IV-E MSW Stipend Intern candidates in collaboration with DCFS Intern Field Coordinator.
(l) Issue notification of Title IV-E MSW Stipend Intern stipend awards to candidates.
(m) Teach an integrative field seminar related to practice in public child welfare.
(n) Monitor Interns' ongoing progress in the DCFS Internship Program, provide support, advisement and mediate problems identified by Field Instructors or DCFS Intern Field Coordinators.
(o) Participate with Field Instructors to develop remediation plans when Interns' performance falls below standards recited in the Field Education Manual.

9.3.3 <u>Recruitment and Selection of Title IV-E MSW Stipend Interns</u>

9.3.3.1 CONTRACTOR shall conduct recruitment activities to match the number of second-year intern placements allocated to participating sub-contracted universities and supported by a sufficient number of available DCFS Field Instructors.

9.3.3.2 CONTRACTOR shall provide the selected candidates' names; current, permanent and alternate addresses; phone/cell numbers; and e-mail addresses to COUNTY DCFS Internship Program Manager prior to initiating clearance examination with the DCFS Human Resource Division.

9.3.3.3 The recruitment and selection of all MSW stipend interns will jointly involve DCFS, CONTRACTOR, and each of the other participating universities. DCFS has final approval of all MSW stipend interns that are selected for screening for DCFS employment.

9.3.4 Screening for Employment at DCFS

9.3.4.1 Upon notification that selected candidates passed the clearance examination process with the DCFS Human Resource Division and have been approved for internship placement, CONTRACTOR shall ensure that a Title IV-E MSW Trainee Agreement (Exhibit A-2) is properly completed and signed by each MSW Stipend Intern in preparation for review by the COUNTY DCFS Internship Program Manager. CONTRACTOR shall thoroughly review with each Title IV-E MSW Stipend Intern the work commitment of one full year of satisfactory full-time employment at DCFS.

9.3.4.2 CONTRACTOR shall submit all completed Title IV-E MSW Trainee Agreements with copies of all required documents, including, but not limited to the MSW Stipend Interns' current driver's license, and proof of auto insurance coverage, to COUNTY DCFS Internship Program Manager prior to placement.

9.3.5 Field Placement

9.3.5.1 CONTRACTOR shall issue a maximum allowable annual stipend to each MSW Stipend Intern in increments stipulated in each Title IV-E MSW Trainee Agreement.

9.3.5.2 CONTRACTOR shall not issue stipend until Title IV-E MSW Trainee Agreement is in place.

9.3.5.3 CONTRACTOR shall provide a MSW Field Education Manual to each Intern and DCFS Field Instructor.

9.3.5.4 CONTRACTOR shall provide in writing to the COUNTY DCFS Internship Program Manager the names of the Title IV-E MSW Stipend Interns who successfully completed all Field Education coursework requirements and are expected to graduate within the timeframe outlined in the Title IV-E MSW Trainee Agreement. Such report shall include date of graduation; permanent, current, and alternate email and

mailing addresses; and mobile, residence and work phone numbers prior to the end of the academic year.

9.3.5.6 CONTRACTOR shall notify COUNTY DCFS Internship Program Manager, in writing, the names of Interns who did not successfully complete their MSW coursework and are unable to graduate within the timeframe stipulated on the Title IV-E MSW Trainee Agreement.

9.3.6 DCFS Internship Program Evaluation

9.3.6.1 CONTRACTOR shall develop and implement a COUNTY-approved evaluation instrument, including pre and post-testing, to provide information on DCFS Internship Program effectiveness and project implementation as required via the Request for Service process.

9.3.6.2 CONTRACTOR shall evaluate the degree of learning by the Interns and materials used in the DCFS Internship Program.

9.3.6.3 CONTRACTOR shall meet with COUNTY quarterly discuss DCFS Internship Program issues and progress.

10.0 SUBCONTRACTING

10.1 CONTRACTOR shall subcontract for at least 50% of the amount invoiced that result from COUNTY's Requests for Services (Exhibit A-3) under this contract.

10.2 CONTRACTOR shall ensure subcontractors utilize standardized data collection and reporting formats.

10.3 CONTRACTOR shall subcontract with universities with accredited MSW programs in good standing within Los Angeles COUNTY that wish to provide the required services for this program as outlined in this Statement of Work.

11.0 REPORTS

11.1 CONTRACTOR shall provide to the COUNTY, on a quarterly basis as specified by COUNTY, a written report which shall include at a minimum, the following information:

11.1.1 Each training and development service conducted, including but not limited to: number of offerings, locations, target audience, and

number of attendees 45 days after quarter ending in a form provided by DCFS.

11.2 CONTRACTOR shall provide an annual report to be submitted electronically to the COUNTY Program Manager 60 days following the end of each calendar year in a format provided by DCFS.

11.2.1 This report shall include participant responses to trainings for all CONTRACTOR and subcontractor training and development services, inclusive of a yearly evaluation of the training program, and recommendations for improvement of training and staff development.

12.0 QUALITY ASSURANCE

12.1 The Contractor shall establish and utilize a comprehensive Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the required services are provided at a consistently high level of service throughout the term of the Contract.

12.2 The plan shall be submitted to DCFS for review and approval on an annual basis at the start of each contract year.

12.3 The plan shall be effective on the Contract start date and shall be updated and re-submitted for DCFS' approval as changes occur.

12.4 The plan shall include an identified monitoring system covering all the services listed in this SOW. The system of monitoring to ensure that contract requirements are being met shall include:

12.4.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.

12.4.2 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.

12.4.3 Providing assurance that staff and contracted persons under the contract meet appropriate qualifications and requirements adequate for the services to be performed.

12.4.4 Preventing, identifying and addressing deficiencies in the quality of service before the level of performance becomes unacceptable.

12.4.5 If corrective action is identified and it is determined a corrective action plan is needed, CONTRACTOR will develop an appropriate plan to include the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

13.0 DATA COLLECTION

CONTRACTOR shall have the ability to collect, manage and submit data, as directed by COUNTY, to demonstrate outcomes set forth in this contract. CONTRACTOR shall develop and implement a data system to include the following and shall not be limited to tracking staff and MSW Stipend Intern demographics; training registration and attendance; evaluation of trainers by staff and MSW Stipend Interns; and staff and MSW Stipend Interns pre and post. CONTRACTOR shall perform data entry to support these activities.

PART C – PERFORMANCE OUTCOME AND PERFORMANCE REQUIREMENTS SUMMARIES

Contractor shall provide all deliverables and tasks described in this Contract, including but not limited to the Required Services listed in the Performance Requirements Summary below. Contractor shall further meet or exceed the Performance Targets listed in the Performance Outcome Summary below.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) - TRAINING AND DEVELOPMENT SERVICES

#	REQUIRED SERVICES	PERFORMANCE MEASURES	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
1	Perform services and tasks in accordance with Exhibit A, Statement of Work (SOW) to provide Training and Development Services.	100% of services and tasks in accordance with Exhibit A, Statement of Work (SOW). Provide a list of staff who register and attend all trainings, and number of completed evaluations.	COUNTY will review training design, development, delivery, schedules, curriculum, and evaluations; observe training sessions; and review monthly, quarterly, and annual reports, to determine Contract compliance.	For each substantiated incident of noncompliance with the Contract, CONTRACTOR shall respond in writing within 48 hours from receipt of a written notice of the incident. CONTRACTOR's response shall include an explanation of the problem and a Corrective Action Plan (CAP), which shall be subject to COUNTY approval. COUNTY will notify CONTRACTOR of any event or issue of Non-compliance, in accordance with this Contract.
2	Perform services and tasks in accordance with Exhibit A, Statement of Work (SOW) to provide DCFS Field Internship Program.	100% of services and tasks in accordance with Exhibit A, Statement of Work (SOW). Provide a list of staff who register and attend all trainings, and number of completed evaluations.	COUNTY DCFS Internship Program Manager will monitor compliance with SOW requirements.	

				CONTRACTOR shall develop an appropriate corrective action plan for each event or issue of Non-compliance. COUNTY shall make the final decision as to the CONTRACTOR's corrective action plan (s) including the timeframes that apply.

PERFORMANCE OUTCOME SUMMARY: PURSUE WORKFORCE EXCELLENCE		
PERFORMANCE OUTCOME GOAL: Improved performance and increased knowledge and skills of MSW Stipend Interns and Staff.		
OUTCOME	**INDICATORS**	**METHODS FOR DATA COLLECTION**
Quality Training Curricula and Delivery	• Curricula designed to highlight departmental values of cultural sensitivity, leadership, accountability, integrity and responsiveness. • Faculty presenters use traditional and innovative technologies to provide timely and useful information, encourage application of knowledge and skills and support workforce development. • Timely professional responses to all DCFS requests for service. • 80% of class evaluations rate the quality of training offerings an average of 4 or higher on a 1 – 5 Likert point scale.	• Quarterly reports, evaluation reports
Well-trained Newly-Hired CSWs	• 90% of trainees demonstrate a 85% or better retention level based on pre and post assessment activities. • By the end of Year 1 of DCFS Service (training year), CSWs demonstrate competence* in integrating knowledge of child welfare, Core Practice Model and operational requirements of their regional offices. • By the end of Year 2 of County service, CSW demonstrates competence using a uniform service delivery model that improves child safety, permanency and access to effective and caring services. • By the end of Year 3 of County service, CSWs are competent members of their regional office teams. CSW are also taking steps indicated in their individual development plans to deepen	• Quarterly reports, evaluation reviews • Self and SCSW Assessments • Self, Unit and SCSW Assessments • SCSW, Other CSWs and ARA Assessments

	practice skills and explore possible management and leadership roles.	
Well-trained SCSWs	• 90% of SCSWs who attend SCSW training demonstrate a 85% or better retention level based on pre and post assessment activities. • By the end of the first year of service as a supervisor, SCSWs demonstrate the competence to effectively engage, guide and manage CSWs in their unit. • By the end of the second year as a supervisor, SCSWs demonstrate competence in balancing unit management with leadership roles in their regional offices.	• Quarterly reports, evaluation reviews • Self and CSW Assessments • ARA and other SCSW Assessments
Well-trained Managers and Leaders	• 90% of SCSWs who attend SCSW foundational or enhanced SCSW training demonstrate a 85% or better retention level based on pre and post assessment activities. • Trainees demonstrate competence in developing integrative approaches to analyzing organizational issues, implementing innovative solutions, and supporting staff transitions.	• Quarterly reports, evaluation reviews • Portfolio documentation and supervisor assessments
Well-trained MSW Stipend Interns	• 90% of Interns who participate in the DCFS Internship Program demonstrate a 85% or better retention level based on pre and post assessment activities. • Graduating MSW stipend interns demonstrate minimum competence in child welfare practice.	• Quarterly reports, evaluation reports • Field Instructor, Preceptor and Classroom Assessments

*Competence will be defined through an evidence-based process for the establishment of a cut-off score delineating competence for all assessment measures.

Central Office UCLA	FY 14-15					
POSITION TITLE	**APPROX. ANNUAL SALARY**	**% OF TIME EFFORT**	**ACTUAL SALARY**	**FRINGE**	**TOTAL**	
Principal Investigator	$ 95,900	20%	$19,180	$ 5,562	$ 24,742	
Executive Director	$ 125,000	100%	$125,000	$45,000	$ 170,000	
Operations Manager	$ 67,378	100%	$ 67,378	$37,058	$ 104,436	
Evaluation Coordinator	$ 80,649	100%	$ 80,649	$44,357	$ 125,006	
Operations Coordinator	$ 80,275	100%	$ 80,275	$44,151	$ 124,426	
Management Services Off	$ 108,415	5%	$ 5,421	$ 2,819	$ 8,240	
Adm Analyst Principal	$ 116,169	5%	$ 5,808	$ 3,137	$ 8,945	
Adm Analyst Principal	$ 122,423	5%	$ 6,121	$ 3,305	$ 29,745	
Student Affairs Officer	$ 59,099	5%	$ 2,955	$ 1,596	$ 4,551	
Social Work Faculty Inst	$ 73,499	10%	$ 7,350	$ 3,969	$ 11,319	
Social Work Faculty Inst	$ 106,447	10%	$ 10,645	$ 5,748	$ 16,393	
Social Work Faculty Inst.					$ 18,000	
Fund Manager	$ 69,986	80%	$55,989	$37,792	$ 93,781	
TBA (Rowena Barlow)	$ 122,423	10%	$12,242	$ 5,264	$ 17,506	
Administrative Assistant	$ 31,200	70%	$ 21,840	$ 7,862	$ 29,702	
Instructional Designer	$ 92,500	100%	$ 92,500	$33,300	$ 125,800	
Programmer	$ 65,000	100%	$ 65,000	$24,700	$ 89,700	
Technology Support	$ 56,000	100%	$ 56,000	$20,160	$ 76,160	
Supplies: telephone, project supplies, postage, messenger service, maintenance for copier, internet service					**$ 50,000**	
MiFis ($37/month)					**$ 74,764**	
Travel					**$ 32,740**	
Subtotal					**$ 1,235,957**	
UCLA CCW Training Center						
Principal Investigator	$ 95,890	5%	$0	$ -	$ -	
Training Director	$ 128,134	100%	$128,134	$55,098	$ 183,232	
Trainer Consultant	$ 82,966	100%	$ 82,966	$31,527	$ 114,493	
Trainer Consultant	$ 82,966	100%	$ 82,966	$31,527	$ 114,493	
Program Assistant	$ 50,835	100%	$ 50,835	$19,317	$ 70,152	
Program Assistant	$ 50,835	100%	$ 50,835	$19,317	$ 70,152	
Administrative Analyst	$ 51,272	100%	$ 51,272	$18,458	$ 69,730	
Administrative Specialist	$ 53,019	15%	$ 7,953	$ 3,022	$ 10,975	
Technology Support	$ 56,000	100%	$ 56,000	$21,280	$ 77,280	
Administrative Assistant	$ 31,200	30%	$ 9,360	$ 3,370	$ 12,730	
Faculty Consultant	$ 127,330	10%	$ 12,733	$ 3,693	$ 16,426	
Faculty Consultant	$ 127,330	10%	$ 12,733	$ 3,693	$ 16,426	
Faculty Consultant	$ 101,066	5%	$ 5,053	$ 1,920	$ 6,974	
Evaluation Consultant	$ 94,200	11%	$ 10,362	$ 3,005	$ 13,367	
Subtotal					**$ 776,429**	
FIELD						
Field Director	$ 210,100	15%	$31,515	$11,345	$ 42,860	
Field Consultant	$ 86,943	100%	$ 86,943	$37,385	$ 124,328	
Student Affairs Officer	$ 56,586	10%	$5,659	$ 2,037	$ 7,696	
Student Affairs Officer	$ 59,099	10%	$5,910	$ 2,128	$ 8,037	
Field Clerk TBA	$ 32,928	100%	$ 32,928	$11,854	$ 44,782	

Subtotal					**$ 227,704**	
Stipends to UCLA	12	$18,500			**$222,000**	
Kinship Center	**NOT SUBCONTRACTOR**				**$ 10,000**	
Tricia Mosher Consulting	**NOT SUBCONTRACTOR**				**$ 500,000**	
Supplies: telephone, project supplies, postage, messenger service, maintenance for copier, internet service					**$ 50,000**	
Travel					**$ 32,740**	
Training Off Site Lease					**$ 208,827**	
Total UCLA					**$ 3,263,656**	
Subcontractors*					**$ 7,437,688**	
APU						
CSULA						
CSULB						
CSUDH						
CSUN						
USC						
Total Direct Costs					$ 10,701,344	
MTDC					$ 2,982,829	
35% of MTDC					$ 1,043,990	
Total program costs					$ 11,745,334	
DCFS Portion	75% of total project costs				$ 8,809,000	
UCLA Portion	25% of total project costs				$ 2,936,334	MATCH
MTDC calculation						
Stipend students	$ 222,000					
Charge first $25,000 only for subcontractors $25,000 x 6 = $150000 = $7437688-150000	$ 7,287,688					
Lease	$ 208,827					

Central Office UCLA	FY 15-16					
POSITION TITLE	**APPROX. ANNUAL SALARY**	**% OF TIME EFFORT**	**ACTUAL SALARY**	**FRINGE**	**TOTAL**	
Principal Investigator	$ 98,777	20%	$19,755	$ 5,729	$ 25,484	
Executive Director	$ 128,750	100%	$128,750	$46,350	$ 175,100	
Operations Manager	$ 69,399	100%	$ 69,399	$38,170	$ 107,569	
Evaluation Coordinator	$ 83,068	100%	$ 83,068	$45,688	$ 128,756	
Operations Coordinator	$ 82,683	100%	$ 82,683	$45,476	$ 128,159	
Mgmt Services Off	$ 111,667	5%	$ 5,583	$ 2,903	$ 8,487	
Adm Analyst Principal	$ 119,654	5%	$ 5,983	$ 3,231	$ 9,213	
Adm Analyst Principal	$ 126,096	5%	$ 6,305	$ 3,405	$ 29,745	
Student Affairs Officer	$ 60,872	5%	$ 3,044	$ 1,644	$ 4,687	
Social Work Faculty Inst	$ 75,704	10%	$ 7,570	$ 4,088	$ 11,658	
Social Work Faculty Inst	$ 109,640	10%	$ 10,964	$ 5,921	$ 16,885	
Social Work Faculty Inst.					$ 18,000	
Fund Manager	$ 72,086	80%	$57,668	$38,926	$ 96,595	
TBA (Rowena Barlow)	$ 126,096	10%	$12,610	$ 5,422	$ 18,032	
Administrative Assistant	$ 32,136	70%	$ 22,495	$ 8,098	$ 30,593	
Instructional Designer	$ 95,275	100%	$ 95,275	$34,299	$ 129,574	
Programmer	$ 66,950	100%	$ 66,950	$25,441	$ 92,391	
Technology Support	$ 57,680	100%	$ 57,680	$20,765	$ 78,445	
Supplies: telephone, project supplies, postage, messenger service, maintenance for copier, internet service					**$ 50,000**	
MiFis ($37/month)					**$ 74,764**	
Travel					**$ 32,740**	
Subtotal					**$ 1,266,878**	
UCLA CCW Training Center						
Principal Investigator	$ 98,767	5%	$0	$ -	$ -	
Training Director	$ 131,978	100%	$131,978	$56,751	$ 188,729	
Trainer Consultant	$ 85,455	100%	$ 85,455	$32,473	$ 117,928	
Trainer Consultant	$ 85,455	100%	$ 85,455	$32,473	$ 117,928	
Program Assistant	$ 52,360	100%	$ 52,360	$19,897	$ 72,257	
Program Assistant	$ 52,360	100%	$ 52,360	$19,897	$ 72,257	
Administrative Analyst	$ 52,810	100%	$ 52,810	$19,012	$ 71,822	
Administrative Specialist	$ 54,610	15%	$ 8,191	$ 3,113	$ 11,304	
Technology Support	$ 57,680	100%	$ 57,680	$21,918	$ 79,598	
Administrative Assistant	$ 32,136	30%	$ 9,641	$ 3,471	$ 13,111	
Faculty Consultant	$ 131,150	10%	$ 13,115	$ 3,803	$ 16,918	
Faculty Consultant	$ 131,150	10%	$ 13,115	$ 3,803	$ 16,918	

Faculty Consultant	$ 104,098	5%	$ 5,205	$ 1,978	$ 7,183	
Evaluation Consultant	$ 97,026	11%	$ 10,673	$ 3,095	$ 13,768	
Subtotal					**$ 799,721**	
FIELD						
Field Director	$ 216,403	15%	$32,460	$11,686	$ 44,146	
Field Consultant	$ 89,551	100%	$ 89,551	$38,507	$ 128,058	
Field Consultant	$ 89,551	100%	$ 89,551	$38,507	$ 128,058	
Student Affairs Officer	$ 58,284	10%	$5,828	$ 2,098	$ 7,927	
Student Affairs Officer	$ 60,872	10%	$6,087	$ 2,191	$ 8,279	
Field Clerk TBA	$ 33,916	100%	$ 33,916	$12,210	$ 46,126	
Subtotal					**$ 362,593**	
Stipends to UCLA	16	$18,500			**$296,000**	
Kinship Center	**NOT SUBCONTRACTOR**				**$ 10,000**	
Tricia Mosher Consulting	**NOT SUBCONTRACTOR**				**$ 500,000**	
Supplies: telephone, project supplies, postage, messenger service, maintenance for copier, internet service					**$ 50,000**	
Travel					**$ 32,740**	
Training Off Site Lease					**$ 208,827**	
Total UCLA					**$ 3,526,759**	
Subcontractors*					**$ 7,160,898**	
*Subcontractors						
APU						
CSULA						
CSULB						
CSUDH						
CSUN						
USC						
Total Direct Costs					$10,687,657	
MTDC					$ 3,021,932	
35% of MTDC					$ 1,057,676	
Total Costs					$11,745,334	
DCFS Portion	75% of total project costs				$ 8,809,000	
UCLA Portion	25% of total project costs				$ 2,936,334	MATCH
Modified total direct cost calculation						
Stipend students	$ 296,000					
No charges for subcontractors for year two	$ 7,160,898					
Lease	$ 208,827					

Central Office UCLA	FY 16-17					
POSITION TITLE	**APPROX. ANNUAL SALARY**	**% OF TIME EFFORT**	**ACTUAL SALARY**	**FRINGE**	**TOTAL**	
Principal Investigator	$ 101,740	20%	$20,348	$ 5,901	$ 26,249	
Executive Director	$ 132,613	100%	$132,613	$ 47,741	$ 180,353	
Operations Manager	$ 71,481	100%	$ 71,481	$ 39,315	$ 110,796	
Evaluation Coordinator	$ 85,561	100%	$ 85,561	$ 47,058	$ 132,619	
Operations Coordinator	$ 85,164	100%	$ 85,164	$ 46,840	$ 132,004	
Mgmt Services Off	$ 115,017	5%	$ 5,751	$ 2,990	$ 8,741	
Adm Analyst Principal	$ 123,244	5%	$ 6,162	$ 3,328	$ 9,490	
Adm Analyst Principal	$ 129,879	5%	$ 6,494	$ 3,507	$ 29,745	
Student Affairs Officer	$ 62,698	5%	$ 3,135	$ 1,693	$ 4,828	
Social Work Faculty Inst	$ 77,975	10%	$ 7,798	$ 4,211	$ 12,008	
Social Work Faculty Inst	$ 112,930	10%	$ 11,293	$ 6,098	$ 17,391	
Social Work Faculty Inst.					$ 18,000	
Fund Manager	$ 74,248	80%	$59,399	$ 40,094	$ 99,493	
TBA (Rowena Barlow)	$ 129,879	10%	$12,988	$ 5,585	$ 18,573	
Administrative Assistant	$ 33,100	70%	$ 23,170	$ 8,341	$ 31,511	
Instructional Designer	$ 98,133	100%	$ 98,133	$ 35,328	$ 133,461	
Programmer	$ 68,959	100%	$ 68,959	$ 26,204	$ 95,163	
Technology Support	$ 59,410	100%	$ 59,410	$ 21,388	$ 80,798	
Supplies: telephone, project supplies, postage, messenger service, maintenance for copier, internet service					**$ 50,000**	
MiFis ($37/month)					**$ 74,764**	
Travel					**$ 32,740**	
Subtotal					**$ 1,298,727**	
UCLA CCW						
Training Center						
Principal Investigator	$ 101,730	5%	$0	$ -	$ -	
Training Director	$ 135,937	100%	$135,937	$ 58,453	$ 194,390	
Trainer Consultant	$ 88,019	100%	$ 88,019	$ 33,447	$ 121,466	
Trainer Consultant	$ 88,019	100%	$ 88,019	$ 33,447	$ 121,466	
Program Assistant	$ 53,931	100%	$ 53,931	$ 20,494	$ 74,425	
Program Assistant	$ 53,931	100%	$ 53,931	$ 20,494	$ 74,425	
Administrative Analyst	$ 54,394	100%	$ 54,394	$ 19,582	$ 73,976	
Administrative Specialist	$ 56,248	15%	$ 8,437	$ 3,206	$ 11,643	
Technology Support	$ 59,410	100%	$ 59,410	$ 22,576	$ 81,986	
Administrative Assistant	$ 33,100	30%	$ 9,930	$ 3,575	$ 13,505	
Faculty Consultant	$ 135,084	10%	$ 13,508	$ 3,917	$ 17,426	
Faculty Consultant	$ 135,084	10%	$ 13,508	$ 3,917	$ 17,426	
Faculty Consultant	$ 107,221	5%	$ 5,361	$ 2,037	$ 7,398	
Evaluation Consultant	$ 99,937	11%	$ 10,993	$ 3,188	$ 14,181	

Subtotal					**$ 823,713**	
FIELD						
Field Director	$ 222,895	15%	$33,434	$ 12,036	$ 45,471	
Field Consultant	$ 92,238	100%	$ 92,238	$ 39,662	$ 131,900	
Field Consultant	$ 92,238	50%	$ 46,119	$ 19,831	$ 65,950	
Student Affairs Officer	$ 60,032	10%	$6,003	$ 2,161	$ 8,164	
Student Affairs Officer	$ 62,698	10%	$6,270	$ 2,257	$ 8,527	
Field Clerk TBA	$ 34,933	100%	$ 34,933	$ 12,576	$ 47,509	
Subtotal					**$ 307,521**	
Stipends to UCLA	16	$18,500			**$296,000**	
Kinship Center					**$ 10,000**	
Patricia Mosher Inc.					**$ 500,000**	
Supplies: telephone, project supplies, postage, messenger service, maintenance for copier, internet service					**$ 50,000**	
Travel					**$ 32,740**	
Training Off Site Lease					**$ 208,827**	
Total UCLA					**$ 3,527,528**	
Subcontractors*					**$ 7,159,861**	
*Subcontractors						
APU						
CSULA						
CSULB						
CSUDH						
CSUN						
USC						
Total Direct Costs					$ 10,687,389	
MTDC					$ 3,022,701	
35% on MTDC					$ 1,057,945	
Total Program Costs					$ 11,745,334	
DCFS Portion	75% of total project costs				8,809,000	
UCLA Portion	25% of total project costs				$ 2,936,334	MATCH
Modified total direct cost calculation						
Stipend students	$ 296,000					
No charges for subcontractors for year three	$7,159,861					
Lease	$ 208,827					

EXHIBIT A-2

TITLE IV-E MASTER'S OF SOCIAL WORK TRAINEE AGREEMENT

TITLE IV-E MASTER'S OF SOCIAL WORK TRAINEE AGREEMENT

This AGREEMENT is entered into this _____day of _____, by and between

County of Los Angeles
(hereinafter referred to as "COUNTY")

and

_____
(hereinafter referred to as ("INTERN")

WHEREAS, the COUNTY has identified funding through Title IV-E of the Social Security Act to provide training for persons employed by COUNTY, or preparing to be employed by COUNTY; and

WHEREAS, COUNTY desires to improve its child welfare services and enhance the skills of its employees and persons preparing for employment in the Department of Children and Family Services (DCFS); and

WHEREAS, COUNTY authorized to enter into such agreement pursuant to Title IV-E of the Social Security Act and Government Code Section 26227; and

WHEREAS, INTERN desires to participate in the COUNTY's Title IV-E Training Program.

NOW THEREFORE, COUNTY and INTERN agree:

I. ADMINISTRATION

COUNTY's Director of DCFS, or his duly authorized designee (hereafter collectively "Director"), shall have the authority to administer this Agreement on behalf of COUNTY.

II. TERM

This Agreement shall commence on the date first hereinabove written and shall continue in full force and effect until INTERN has fully performed all his/her duties and obligations hereunder as determined by COUNTY.

III. ATTENDANCE AT UNIVERSITY

INTERN has been accepted in, and agrees to pursue, a full time maximum _____ year course of study at _____ (hereafter "University"), beginning _____, 20_____ and ending not later than _____, 20 _____, leading to a Master's of Social Work/Welfare degree.

IV. RESPONSIBILITIES OF COUNTY

COUNTY agrees to:

1. Assign INTERN enrolled in the University's Title IV-E Training Program to a field placement internship in the Department.

2. Pre-screen INTERN for qualification for DCFS employment, including interview, medical and psychological examinations, and criminal clearance requirements.

3. Provide INTERN with a one-time stipend during the 20__-20__ academic year. The award will total $18,500 (nine months) for tuition, fees (including health insurance) and living expenses. The tuition and fees of $ _____ will be paid directly to the University on behalf of the INTERN. The remaining balance of $_____ will be issued to the INTERN in nine monthly payments during the months the INTERN is in field placement and will be made in equal monthly installments of $_____ for the period of October, 20___ through June, 20____.

   Should an INTERN elect to waive university health insurance, the tuition and fees of $_____ will be paid directly to the University on behalf of the INTERN. The remaining balance of $____ will be issued to the INTERN in nine monthly payments of $_____ for the period of October, 20__ through June, 20__.

4. Work cooperatively with the University's field liaison to ensure that the University and the INTERN are informed of poor INTERN performance, and are involved in developing a solution prior to any action to suspend or terminate INTERN's stipend. The University Graduate Field Work Manual has a clearly defined process for

cooperative work between the field instructor and the university to resolve performance problems in fieldwork.

5. Appoint INTERN to a Children's Social Worker II position with DCFS after INTERN has graduated from University's Title IV-E Training program, within 120-days, unless precluded by a hiring freeze, COUNTY or State Legislative budget cuts, merit system requirements or other circumstances beyond COUNTY's control. If for any of the above reasons COUNTY is precluded from offering INTERN employment with the COUNTY, COUNTY will release INTERN from his/her commitment under this Agreement.

V. RESPONSIBILITIES OF INTERN

INTERN agrees to:

1. Be pre-screened for employment and be fingerprinted and participate in the criminal clearance process. Graduate INTERNS not certified for employment within one year of clearance as an INTERN must be re-screened (psychological, medical and live-scan) and cleared before being certified for hire as a DCFS employee. Any INTERN convicted of any crime involving harm to children will be terminated from the Title IV-E Training Program.

2. Maintain satisfactory performance in the field placement and in the University's academic program. This includes providing use of automobile as necessary for field placement and having a valid driver's license and liability insurance.

3. Render one calendar year of continuous and satisfactory full-time employment with DCFS in a position designated by the Director. Commitment for employment shall be with DCFS and does not include any other public or private child welfare agency or county agency, either in California or elsewhere. INTERN may be assigned to any DCFS regional office in the order or priority as established by the Director. Appointment to and continuation in all such positions shall be subject to all applicable COUNTY Civil Service rules and DCFS policies.

4. Report to work at assigned position within 120 days of DCFS' receipt of verification from the University registrar's office of INTERN'S graduation from the University with a Master's Degree (See III, Attendance at University). Be responsible for assuring that any outstanding obligations to the University will not prohibit the release of verification of graduation to DCFS from the Registrar's office. Upon receipt of verification of graduation to DCFS from the University registrar's office, DCFS will offer employment within the designated 120 day time frame. If DCFS is unable

to provide employment within this 120 day period, INTERN shall be released from further performance of this Agreement.

5. Repay COUNTY the total amount of the stipend paid by the COUNTY if employment is declined by INTERN.

6. Repay COUNTY the total amount of the stipend paid by the COUNTY if the INTERN's academic performance as determined by INTERN's University is unsatisfactory or not completed within the stated timeframe or if field placement performance as determined by DCFS, in conjunction with University, is incomplete or unsatisfactory.

7. Repay COUNTY the total amount of the stipend paid by the COUNTY if the INTERN is convicted of a crime that would render him or her ineligible for employment at DCFS.

VI. UNSATISFACTORY PERFORMANCE

Unsatisfactory performance includes poor attendance, poor field placement performance, poor academic performance, or if INTERN is employed by DCFS, poor work performance.

VII. SUSPENSION OF STIPEND PAYMENT

DCFS has the right to suspend or terminate stipend payments if INTERN is not performing satisfactorily. If DCFS decides that the INTERN is not performing satisfactorily because of a problem, which can be corrected, DCFS reserves the right to suspend stipend payments until problem is eliminated.

DCFS agrees to notify INTERN of suspension or termination of stipend prior to action.

VIII. OPTIONS TO REPAY STIPEND

1. If INTERN does not graduate at the completion of the academic year because of termination of enrollment from the University or for any other reason, then INTERN shall pay COUNTY DCFS at an agreed upon amount each month the total stipend amount paid by COUNTY to INTERN during the academic year, plus interest on the unpaid balance at the rate of seven (7%) percent per annum from and after the date of termination of enrollment.

2. The agreed upon monthly payments shall be in an amount sufficient that the total shall be paid to COUNTY in equal monthly payments over a period not to exceed five (5) years. If INTERN

fails, without written approval of COUNTY, to make any scheduled monthly payment, then the total stipend amount still owed becomes immediately due and payable. INTERN authorizes COUNTY to recover the total accrued amount still owed, plus interest, by any means provided by law. COUNTY employees who have retirement funds will be unable to withdraw these funds until the stipend is repaid or until work commitment is fulfilled.

3. Upon graduation, if INTERN fails to qualify for a Children's Social Worker II position under applicable COUNTY Civil Service rules or DCFS policies, refuses DCFS employment, voluntarily terminates DCFS employment, or is discharged under applicable COUNTY Civil Service rules, the total amount of stipend paid shall become due and payable immediately upon such failure to qualify, refusal, termination or discharge. (Failure to qualify includes failing the medical or psychological examination, the psychological interview, or the criminal clearances.)

4. INTERN authorizes COUNTY DCFS to recover the accrued amount owed, plus interest, either by withholding such total sum due from any amount owed to INTERN for accrued unpaid earnings (if INTERN is employed by DCFS) or by obtaining such total due by any means provided by law. Upon COUNTY's written agreement, INTERN can pay the amount owed to COUNTY plus interest on the unpaid balance at the rate of seven (7%) percent per annum from and after the date of termination or graduation at an agreed upon monthly amount. If there has been a partial fulfillment of the work commitment, the amount owed will be prorated.

5. The agreed upon monthly payments shall be in an amount sufficient that equal monthly payments shall be paid to the COUNTY over a period not to exceed five (5) years.

IX. COUNTY'S COLLECTION CHARGES

In the event that INTERN fails to make any payment to COUNTY, then COUNTY in its sole discretion may charge INTERN for all costs to collect the total stipend amount due and INTERN shall pay COUNTY such collection costs as determined by COUNTY.

X. VOLUNTARY LEAVE OF ABSENCE

If INTERN takes a voluntary leave of absence from the training program school and delays graduation, he/she must notify both the University and DCFS and either request a "hardship" exemption that defers the work commitment for no more than one year, accept whatever Children's Social

Worker position he/she is qualified for to fulfill the work commitment without delay, or repay the stipend according to repayment procedures. All voluntary leaves of absence must be approved by the Director.

XI. COUNTY BUDGET CUTS

If INTERN's employment is terminated due to COUNTY budget cuts, then INTERN shall be released from further performance of this Agreement and no further repayments to COUNTY for INTERN's stipend shall be required.

XII. INTERN'S DISABILITY OR DEATH

1. If INTERN's failure to graduate from University's Title IV-E Training during the stated academic term or to render the applicable period of employment at DCFS for repayment of stipend to COUNTY is caused by INTERN's death or physical or mental disability, as certified by a licensed physician and as approved by Director, then INTERN or INTERN's estate shall be released from further performance of this Agreement and no further repayment to COUNTY for INTERN's stipend shall be required.

2. If INTERN's failure to graduate or render employment is caused by INTERN's temporary disability (including maternity leave), as certified by a licensed physician and as approved by the Director, then DCFS agrees to defer work commitment as repayment of stipend for up to one year.

XIII. TITLE IV-E TRAINING INFORMATION FORM

Name: _____

Home Address:
_____

_____

Telephone No.: (__) _____ Mobile No: (___)_____

Social Security No: _____

Driver's License No.: _____State: _____ Expiration Date: _____

Automobile Insurance No: _____ Insurance Agency: _____

Name of
Insured:_____

Policy No.: _____Expiration Date: _____

Proof of Liability Insurance Reviewed By: _____ Date: _____

IN CASE OF EMERGENCY, CONTACT THE FOLLOWING PERSON(S):

Name: _____ Relationship: _____

Address: _____

Telephone Number: (_____)_____

Name: _____ Relationship: _____

Address:
_____

Telephone Number: (_____) _____

Ethnic Identification: (Answer is Optional)

_____

Degree Being Earned:

_____

Expected Date of Graduation:

_____

INTERN Signature: _____ Date: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this agreement to be subscribed by the COUNTY's Director of the Department of Children and Family Services and INTERN has caused this Agreement to be subscribed in his/her behalf the day, month and year first above written.

COUNTY OF LOS ANGELES

_____
PHILIP L. BROWNING, DIRECTOR
Department of Children and Family Services

_____
(INTERN's Signature)

_____
(Print Name)

Exhibit A-3

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRAINING AND STAFF DEVELOPMENT SERVICES CONTRACT

REQUEST FOR SERVICES FORM
REQUEST # _____

Training and Development Service_____

Pre-Submission Conference Required Yes _____ No _____

Request for Pre-Submission Conference Due Date: _____

Response to Request for Services

Date & Time Due: _____
Email address for response: _____

Department Program Manager or Designee _____

Date: _____-

CONTRACTOR – Please sign, date and email this page to email address above to confirm your receipt of this Request for Service.

Principal Investigator or Designee Name _____

Principal Investigator or Designee Signature _____

I. EXPECTED LEARNING OUTCOME(S)
II. INTENDED TARGET AUDIENCE
IV. PROJECT SCOPE
☐ Needs Assessment COUNTY Requirements Due Date: ☐ Training Design COUNTY Requirements: Due Date: ☐ Training Development COUNTY Requirements: Due Date: ☐ Training Delivery COUNTY Requirements: Due Date: ☐ Evaluation COUNTY Requirements: Due Date: ☐ Continuous Learning COUNTY Requirements: Due Date:
V. PROJECT COMPLETION DATE

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRAINING AND STAFF DEVELOPMENT SERVICES CONTRACT
RESPONSE TO REQUEST FOR SERVICES

TO BE COMPLETED BY CONTRACTOR

Training and Development Service _____

Request for Services # _____

Submission Date _____

DELIVERABLE DESCRIPTION
ACCEPTANCE CRITERIA

APPROVAL SIGNATURES

Contractor's Authorized Official _____
(Individual Authorized to Bind contractor in a Contract with the County of Los Angeles) DATE

County Program Manager _____
OR Designee DATE

ATTACHMENT A

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
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.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

ATTACHMENT B

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE:_____
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):_____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:

   a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. 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 acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

_____ _____

AUTHORIZED SIGNATURE DATE

_____

Name / Title / Name of Company or Organization

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor shall ensure that this certification is executed and kept in employee's personnel file, and must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall 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 shall keep such information confidential.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT C-3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor shall ensure that this certification is executed and kept in employee's personnel file, and must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall 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 shall keep such information confidential.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT D

AUDITOR–CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (CONTRACTOR) which contract with Los Angeles County (COUNTY).

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

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

Accrual Basis

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

1.1 If a CONTRACTOR elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of each year of the contract and at the end of the contract.

- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.2 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

ACCOUNTING SYSTEM

2.0 Each CONTRACTOR shall maintain a ***double entry accounting system*** (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	Debit	Credit
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt Number
- Cash Debit Columns

- Income Credit Columns (for the following accounts):
  - COUNTY payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
  - Description (entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check Number
- Cash (Credit) Column
- Expense Account Name
- Description

Note (1) Separate cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

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

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS use the expense account titles on the monthly invoice submitted to the COUNTY.

- If the CONTRACTOR uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.

- CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The COUNTY recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity for the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the

contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the COUNTY. CONTRACTOR shall report to the local law enforcement agency having jurisdiction any act, or acts, which may reasonably be thought to constitute a crime and which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S Agreement, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. *Photocopies (including scanned images) of invoices or receipts,*

any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum COUNTY'S reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company owned vehicles also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR'S books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR'S books be cross-referenced to the supporting documentation as follows:

- Invoices – Vendor name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be made available at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR'S assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than $500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements shall be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash purchases), shall be made using an Agency check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to “cash” shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over $500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the COUNTY to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. ***Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements are not sufficient support for credit card purchases.***

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR'S programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto, except as permitted by State or federal law.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same, or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR shall not make retroactive salary adjustments for any employee without written approval from the COUNTY.

Separation of Duties

- Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.

- All employee hires and terminations, or pay rate changes, shall be approved in writing, or through the use of electronic approvals where applicable, by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land can not be depreciated. All other capital assets with an acquisition cost of $5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is $25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY'S contract.

Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than $5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and source(s) of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).

- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.

- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.

- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.

- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks, etc.) shall be bonded.

6.0 Investments – COUNTY program funds shall not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and applicable OMB Circular(s). The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocable Expenses

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular(s), agencies shall define their allocable expenses as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	$250,000
Less: Capital Expenditures	10,000
Allocable indirect costs	240,000
Total Agency-wide direct salaries	$1,000,000
Indirect cost rate ($240,000/$1,000,000)	24%
Program direct salaries	$100,000
Program indirect costs (24% x $100,000)	$24,000

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

   - Basis of accounting
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - indirect cost rate allocation base

2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs will not be not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. GOVERNANCE

OVERVIEW

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation

- misuse or dissipate scarce public resources

1.0 <u>Independence</u>

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2)

have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.

- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, ~~or~~ officers, or employees.

- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to recommend to the Board of Directors compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends in excess of $300,000 ($500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
  - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
  - ✓ Financial information systems design and implementation;
  - ✓ Internal audit outsourcing services;
  - ✓ Management functions or human resources;
  - ✓ Investment adviser, or investment banking services;
  - ✓ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online:	www.lacountyfraud.org
Email:	hotline@auditor.lacounty.gov
Toll Free:	(800) 544-6861
U.S. Mail:	Los Angeles County Fraud Hotline Office of County Investigations Kenneth Hahn Hall of Administration 500 W. Temple Street, Room 515 Los Angeles, CA 90012

ATTACHMENT E

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than $49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of $829, he or she must file a 2011 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

ATTACHMENT F

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ❑ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.
- ❑ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

“Contractor Employee Jury Service”

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.

D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.

E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) 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 employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

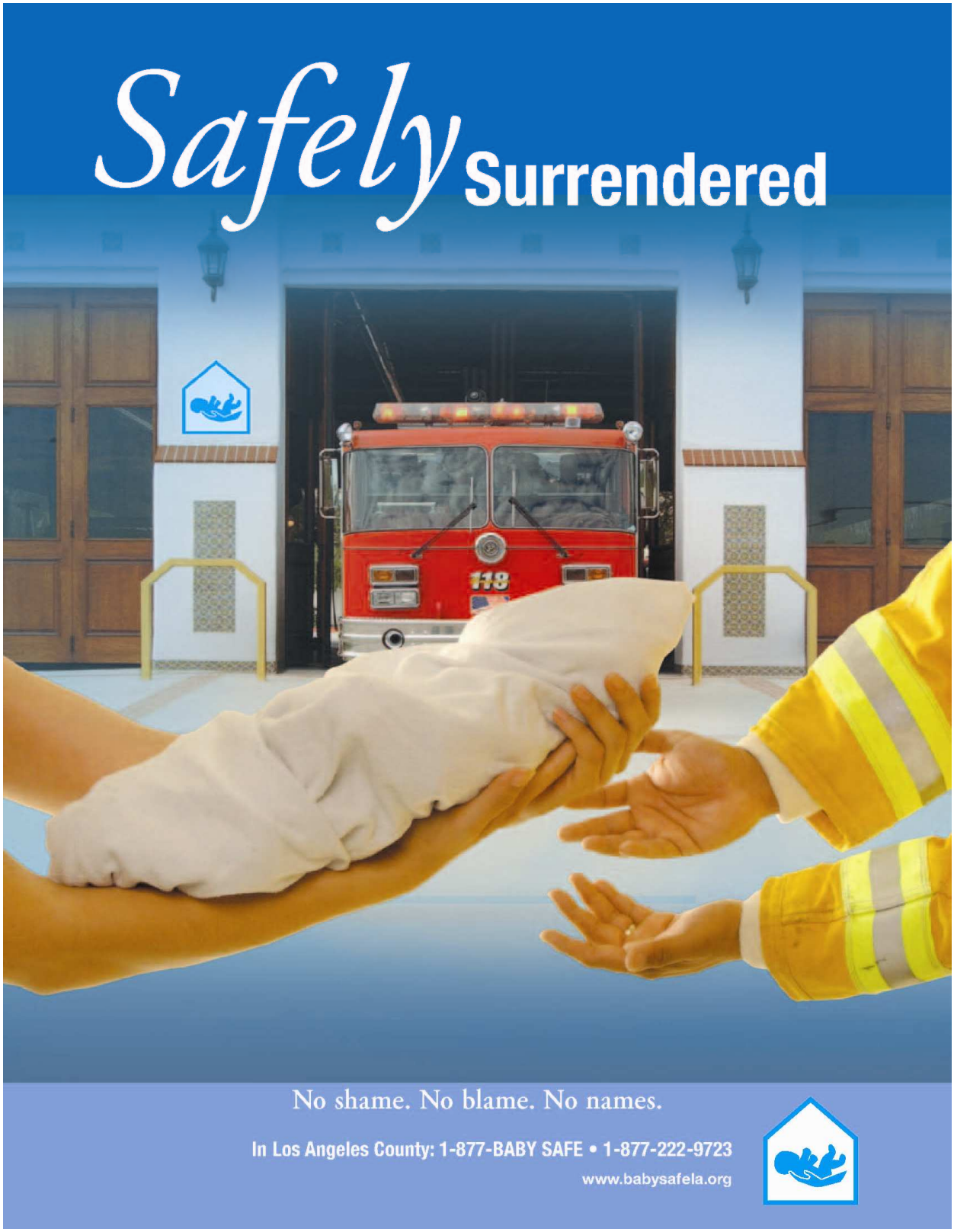
ATTACHMENT G

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish
for printing purposes at the following website:

www.babysafela.org

ATTACHMENT G



ATTACHMENT G

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

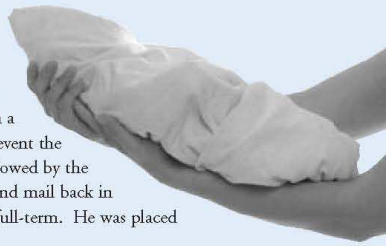
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

ATTACHMENT G

ATTACHMENT G

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

ATTACHMENT H

ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S ADMINISTRATION:

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 address:

_____
_____

ATTACHMENT I

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

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

COUNTY CONTRACT PROGRAM MONITOR:

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

ATTACHMENT J

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name (Contractor's Name)

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

CERTIFICATION

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, Bidder will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ☐

OR

Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ☐

_____ _____
Signature Date

_____
Name and Title (please type or print)

ATTACHMENT K

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date_____

ATTACHMENT I

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

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

COUNTY CONTRACT PROGRAM MONITOR:

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

ATTACHMENT J

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name (Contractor's Name)

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

CERTIFICATION

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, Bidder will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ☐

OR

Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ☐

_____ _____
Signature Date

_____
Name and Title (please type or print)

ATTACHMENT K

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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Print Name:	Title:
Signature:	Date:

Date_____