



BRANDON T. NICHOLS  
Director

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

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June 06, 2023

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:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

55 June 6, 2023

CELIA ZAVALA  
EXECUTIVE OFFICER

**REQUEST TO APPROVE CONTRACTS FOR PRE-EMPLOYMENT/POST-OFFER  
PSYCHOLOGICAL EVALUATION SERVICES AS A RESULT OF A  
REQUEST FOR STATEMENT OF QUALIFICATION SOLICITATION  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests your Board's approval to execute contracts with qualified Psychologist for the provision of Pre-Employment/Post-Offer (PEPO) Psychological Evaluation Services on an as needed basis.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to execute contracts substantially similar to Attachment A, with Psychological Consulting Associates, Inc., for PEPO Psychological Evaluation Services for Children's Social Workers (CSW), Human Services Aides (HSA), and any individuals seeking employment with DCFS in a "Safety-Sensitive" classification. The term of this contract will be effective July 1, 2023, through June 30, 2024, with four one-year options to extend, and one six-month extension, if necessary to complete the solicitation for replacement contracts. The Maximum Annual Contract Budget is \$500,000 financed by 22.5 percent Federal funds and 77.5 percent local funds. The Maximum Annual Contract Budget for each one-year extension is \$500,000, and \$250,000 for the additional six-month extension, financed by 22.5 percent Federal funds and 77.5 percent local funds.
2. Delegate authority to the Director of DCFS, or designee, to execute substantially similar contracts in the future with qualified Psychologists or entities that complete the on-going solicitation process; and through any Request for Statement of Qualification (RFSQ) supplemental submission period,

throughout the term of the these contracts provided that: a) funding is available; b) County Counsel approval is obtained prior to execution of such contract(s); and c) DCFS notifies the Board and CEO in writing within 10 business days of executing such contract(s).

3. Delegate authority to the Director of DCFS, or designee, to execute amendments for programmatic changes to the Statement of Work, Terms and Conditions, and any Exhibits provided that: a) County Counsel approval is obtained prior to execution of such amendments; and b) DCFS notifies the Board and the CEO in writing within 10 business days after execution.

4. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Contract Budget up to ten percent, to meet any unanticipated changes in service demand provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to execution of such amendments; and c) DCFS notifies the Board and the CEO in writing within 10 business days after execution.

5. Delegate authority to the Director of DCFS, or designee, to terminate the contract(s) for convenience or default provided that: a) County Counsel approval is obtained prior to termination; and b) DCFS notifies the Board and the CEO in writing within 10 business.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DCFS considers all candidates in the general classifications of CSW and HSA, or any individual seeking employment with DCFS to perform the duties and responsibilities to provide services to at-risk children and families in Los Angeles County, as a "Safety-Sensitive" classification. In order to effectively select the most qualified candidates, DCFS has determined that each candidate seeking employment in a "Safety-Sensitive" classification is required to complete a PEPO Psychological Evaluation, as a condition for employment. The evaluations will assists DCFS in the screening and selection of individuals who are reliable, psychologically suitable, and exhibit the sound judgement needed to assure that children at-risk are not abused, exploited, or neglected.

DCFS hires a monthly average of 80 CSWs, HSAs and other candidates considered in the general "Safety-Sensitive" classifications to meet staffing requirements and operational needs. The replacement contracts for these evaluation services are needed to avoid disruption in services and to continue to provide support and quality child welfare services. The absence of these services would create a backlog of cases, negatively impacting the lives of the children of Los Angeles County.

### **Implementation of Strategic Plan Goals**

The recommended services support the County's Strategic Plan Goal III, Realize Tomorrow's Government Today; Strategy III.1, Continually Pursue Development of Our Workforce; Objective III.1.1, Develop Staff through High Quality Multi-Disciplinary Approached to Training: Implement training models that envision learning and professional growth occurring over time that includes relevant department, academia, labor, and other stakeholders.

### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract Budget will be \$500,000 financed by 22.5 percent Federal and 77.5 percent local funds. The term will be effective July 1, 2023 through June 30, 2024, with four one-year options to extend, and one six-month extension, if necessary, to complete the solicitation for

replacement contracts. The Maximum Annual Contract Budget for each one-year extension is \$500,000, and \$250,000 for the additional six-month extension, financed by 22.5 percent Federal funds and 77.5 percent local funds.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The PEPO Psychological Evaluations are justified under the Americans with Disabilities Act and are a condition for employment to any positions classified as “Safety-Sensitive” to determine if a candidate is psychologically suitable and able to safely and fully perform the duties and responsibilities of any “Safety-Sensitive” classification and will not endanger the health and safety of others. “Safety-Sensitive” classifications are those that involve: 1) the management of potentially life-threatening situations; 2) the requirement to manage immense stress; 3) the requirement to make quick and responsible decisions; and 4) the employee’s actions have implications for public welfare.

These services have allowed DCFS to achieve the following:

1. Ensured candidates with serious mental disorder were not placed in a “Safety-Sensitive” situation that could pose a threat to the health and safety of others.
2. Reduced the likelihood that at-risk children are abused, exploited, or neglected.
3. Increased employee permanency and retention.
4. Assured that continuous outstanding services are provided to children and families.

### **CONTRACTING PROCESS**

On September 23, 2022, DCFS released a RFSQ to provide PEPO Psychological Evaluation Services. On November 9, 2022, a Proposer’s Conference was held and three Prospective Contractors attended. On November 23, 2022, three Statement of Qualifications (SOQ) were received. One Prospective Contractor qualified and two were found to be unresponsive to all of the requirements in the solicitation. A Tentative Selection letter was sent on February 27, 2023, to the qualified Prospective Contractor. The RFSQ will remain open and the two unresponsive Prospective Contractors will have the opportunity to re-submit their SOQ.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow the Department to: 1) Continue to receive uninterrupted PEPO Psychological Evaluation Services; and 2) Provide support and qualified child welfare services to the children of Los Angeles County without creating a delay to attend to the casework.

### **CONCLUSION**

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

The Honorable Board of Supervisors

6/6/2023

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Respectfully submitted,



BRANDON T. NICHOLS

Director

BRANDON T.

NICHOLSDirectorBTN:CMM:KDRLTI:C

P

Enclosures

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

**SAMPLE CONTRACT**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AND**

**(CONTRACTOR)**

**FOR**

**PRE/EMPLOYMENT/POST-OFFER PSYCHOLOGICAL SERVICES**

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**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL EVALUATION SERVICES**

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PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL EVALUATION SERVICES**

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PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL EVALUATION SERVICES**

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**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL EVALUATION SERVICES**

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## **STANDARD EXHIBITS**

- Exhibit A Statement of Work and Attachments
- Exhibit B County's Administration
- Exhibit C Pricing Sheet
- Exhibit D Line Item Budget/Budget Narrative
- Exhibit E Auditor Controller Contract Administration Handbook
- Exhibit F Contractor's Administration
- Exhibit G Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G-1 Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit G-2 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit H Safely Surrendered Baby Law
- Exhibit I (COVID-19 Vaccination Certification of Compliance, Certifications, and Confidentiality Forms)

## **UNIQUE EXHIBITS**

### **SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

- Exhibit J Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004

## **INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

- Exhibit K Information Security and Privacy Requirements
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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES,  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  

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FOR  
PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL SERVICES**

This Contract (Contract) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as “Contractor”, to provide Pre-Employment/Post-Offer (PEPO) Psychological Evaluation Services.

**RECITALS**

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

WHEREAS, the Contractor is a non-profit social service organization found for religious, charitable or social welfare purposes and is tax exempt under 501©(3) of the Internal Revenue Code, specializing in proving specializing in providing PEPO Psychological Services; and

WHEREAS, County has determined that the services to be provided under this contract are necessary to ensure the health and well-being of children and family members residing in the Los Angeles County; and

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

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

### **Standard Exhibits:**

Exhibit A	Statement of Work and Technical Exhibits
Exhibit B	Pricing Sheet
Exhibit C	Line Item Budget
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	(COVID-19 Vaccination Certification of Compliance, Certifications, and Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor Controller Contract Administration Handbook
Exhibit I	User Complaint Report

### **Unique Exhibits:**

SB 1262 – Nonprofit Integrity Act of 2004

Exhibit J	Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004
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### **Information Security and Privacy Requirements**

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

## 2.0 DEFINITIONS

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

- 2.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.2 **Chief Executive Office or Chief Executive Officer:** The office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.3 **Contract:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for performance.
- 2.4 **Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Contract award.
- 2.5 **County:** The County of Los Angeles and includes the Department of Children and Family Services.
- 2.6 **County's Board of Supervisors:** The governing body of the County of Los Angeles.
- 2.7 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.8 **County Program Director:** Person designated by Director with authority to approve all Contract solicitations and executions.
- 2.9 **County Program Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Contract.
- 2.10 **County's Contract Program Monitor (CPM):** Responsible for coordinating and monitoring the Contract.
- 2.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 **Director:** The County's Director of Department and Family Services or his authorized designee.
- 2.13 **DCFS:** The County's Department of Children and Family Services (DCFS). Department and DCFS are used interchangeably.
- 2.14 **Fiscal Year:** The twelve (12) month period beginning July 1st, and ending the following June 30th.
- 2.15 **Maximum Annual Contract Budget:** The total amount to be shared amongst the contractors under this contract.

- 2.16 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Contract with the DCFS
- 2.17 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Contracts.
- 2.18 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.19 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific service.
- 2.20 Subcontract:** A contract by which a third party agrees to provide services or materials necessary to fulfil an original contract.
- 2.21 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

### **3.0 CONTRACTOR'S WORK**

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

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract will be for one year, commencing on July 1, 2023, through June 30, 2024, unless terminated earlier or extended, in whole or in part as provided in this Contract.
- 4.2 The County will have the sole option to extend the contract term for up to four (4) additional one (1) year periods and six (6) months, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension will be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

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

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

The parties agree that this is a Fixed Firm Fee for Service with a Maximum Annual Contract Budget of \$500,000, shared amongst the contractors for the contract term effective July 1, 2023, through June 30, 2024, for PEPO Psychological Evaluation Services. The Maximum Annual Contract Budget is \$500,000 for each one-year extension.

County and Contractor agree that County will compensate Contractor, as specified to Exhibit C, Pricing Sheet.

- 5.1.1 Contractor must maintain a system of record-keeping that will allow Contractor to determine when it has incurred 75 percent of the Maximum Annual Contract Budget authorization under this Contract. Upon occurrence of this event, Contractor must send written notification to the County at the address herein provided in Exhibit B, County's Administration.
- 5.1.2 Contractor's estimated budget is attached hereto and incorporated by reference herein as Exhibit D, Line-Item Budget herein referred to as "Budget." The line items must provide sufficient detail to determine the quality and quantity of services to be delivered based on an estimate of 20 referrals per month, but it is subject to change monthly based on the needs of the County. Contractor represents and warrants that the budget is true and correct in all respects and must deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Budget, or a reallocation of the Budget, or a material, change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.
- 5.1.3 Contractor has prepared and submitted to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. Budgeted expenses must be reduced by applicable Contractor revenues, which are identified thereon. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered.

## **5.2 Written Approval for Reimbursement**

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

## **5.3 No Payment for Services Provided Following Expiration/Termination of Contract**

Contractor will have no claim against County for 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 it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision must survive the expiration or other termination of this Contract.

## **5.4 Invoices and Payments**

5.4.1 The Contract must invoice the County only for providing the tasks, deliverables, services, and other work authorized pursuant to this Contract, Contractor must invoice County monthly in arrears at the rate of compensation specified in Exhibit C. Pricing Sheet. Contractor must be paid only for the work performed as specified in the Contract and any amendments thereto.

5.4.2 The Contractor must provide the County with monthly invoices (Exhibit A-1) for all services provided pursuant to this contract within 30 days of the last day of the month in which the services were rendered. These services must not exceed the frequency or duration of services initially approved unless modified in writing by the County Program Manager or designee.

5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.



5.4.4 Contractor must submit an invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered must constitute a "past due invoice." Past due invoices must be submitted no later than 90 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County must have no obligation whatsoever to pay any past due invoices which are submitted more than 90 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 90 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames must also apply to the submission of the Contractor's final invoice.

5.4.4.1 For services that were invoiced within the 30-day invoice period stated in 5.3, these services must be invoiced within 120 days from the service month. The County and the Contractor agrees that County is not obligated to pay for services that were not invoiced within 120 days of the service month, and such services are not considered past due as defined in 5.3 above.

5.4.5 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 must be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122 and A-133. Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

5.4.5.1 All Invoices under this Contract must submit the original monthly invoice to the DCFS Accounting Services – Contract Accounting Section, and one copy to the County Program Manager for review and approval, as follows:

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

Los Angeles, CA 90020  
**Attention: Accounting Services, Contract  
Accounting Section**

And a duplicate copy of the invoices to:

County of Los Angeles,  
Department of Children and Family Services  
501 Shatto Place, Suite 120  
Los Angeles, CA 90020  
**Attention: Aaron Sim, Program Manager,  
Personnel Processing**

- 5.4.6 In compliance with Internal Revenue Service (IRS) requirements, Contractor must provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.4.7 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments, which exceed the Maximum Annual Contract Budget. Furthermore, Contractor must return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier. In the event of errors and discrepancies, DCFS must require a Corrective Action Plan in order to mitigate further errors in invoicing.
- 5.4.8 Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum or the Maximum Annual Contract Budget, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Sum or the Maximum Annual Contract Budget.
- 5.4.9 Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to

County on a timely basis; if there are continuing deficiencies in Contractor's report, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.

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

5.4.11 The County Program Manager (or designee) will review the Contractor's invoice within 30 days of receipt of the invoice and notify the Contractor of any discrepancies noted on the invoice in writing. The Contractor must be provided seven business days to provide any additional documentation to address the discrepancies.

5.4.12 Use of Donated Funds. Contractor must not commingle funds paid by County to the Contractor for the purchase of goods or provisions of services performed pursuant to this Contract with any other funds, regardless of the source of those other funds. If Contractor uses any donated funds to pay for any expenses related to the purchase of goods or services performed pursuant to this Contract, then the Contractor must maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The Contractor must also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records must conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of the Office of Management and Budget (OMB) Super Circular, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit E).

**5.4.13 Local Small Business Enterprises – Prompt Payment Program**

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

## **5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

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

### **6.1 County's Program Director**

The Program Director has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the DCFS and Contractor as delineated in the Statement of Work.

### **6.2 County's Contract Program Monitor (CPM)**

A CPM will be assigned to monitor the Contract

#### **6.2.1 The responsibilities of the CPM include:**

- ensuring that the technical standards and task requirements articulated in the Statement of Work are

satisfactorily complied with, and must provide, on request, any information, coordination, and documentation, as may be reasonably required by Contractor;

- coordinating and monitoring the work of Contractor personnel delineated in the Statement of Work, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance;
- coordinating with Contractor's Program Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular task;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 CPM is not authorized to make any changes in rates, dollar totals or periods of performance, or in the terms and conditions of this Contract, except through formally prepared Amendments, Paragraph 8.1.

### **6.3 County's Program Manager**

The responsibilities of the County Program Manager include:

- 6.3.1 To ensure that the objectives of this Contract are met;
- 6.3.2 To provide direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- 6.3.3 To meet with Contractor's Program Director on a regular basis; and
- 6.3.4 To inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- 6.3.5 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.
- 6.3.6 The County Program Manager is responsible for overseeing the day-to-day administration of this Contract.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Program Manager**

- 7.1.1 Contractor's Program Director is designated in Exhibit F (Contractor's Administration). The Contractor must notify the

County in writing of any change in the name or address of the Contractor's Program Director.

- 7.1.2 Contractor's Program Director will be responsible for Contractor's day-to-day activities as related to this Contract and will coordinate with County Program Manager on a regular basis.

## **7.2 Contractor's Authorized Official(s)**

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

## **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

## **7.4 Contractor's Staff Identification**

- 7.4.1 Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.
- 7.4.2 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

## **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may

include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be 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.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and

expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 Contractor must notify County of any attempt to obtain confidential records through the legal process.
- 7.6.6 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractors 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. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6.7 Contractor must comply with all applicable laws pertaining to confidentiality. This must 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 STANDARD TERMS AND CONDITIONS**

### **8.1 Changes and Amendments**

- 8.1.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision will be accomplished as set forth in this Section 8.0.



- 8.1.2 Except as provided in this Section 8.0, for any material changes which substantially modify, add, or delete provisions set forth in this Contract affecting the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment must 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.
- 8.1.2.1 If the County elects to exercise an extension to the term, and has delegated authority granted by the Board, the extension may be exercised by written notice or an amendment. The Contractor agrees that such extensions of time must not change any other term or condition of this Contract during the period of such extensions.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared by DCFS and executed by the Contractor and by the Director of DCFS.
- 8.1.4 The Director of DCFS or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared by DCFS and executed by the Contractor and by the Director of DCFS.
- 8.1.5 The DCFS Director or designee may sign an amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- 8.1.5.1 The amendment must be in compliance with applicable County, State and federal regulations; and
- 8.1.5.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and
- 8.1.5.3 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 Annual Contract Budget; and

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

8.1.6 A change notice may be used in lieu of an amendment for non-material, minor changes including but not limited to typographical errors, updates to contact information, staff changes, budget narrative, and reallocation of funds between line-items that do not affect the intrinsic meaning of the Contract or alter the contracted budget amount. Change notices will be sent to the Contractor via electronic facsimile and mutually agreed upon by both parties, County Program Manager and Contractor's Program Director.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

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

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

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

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Complaints**

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

- 8.4.1 Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

### **8.5 Compliance with Applicable Laws**

- 8.5.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be

included in this Contract are hereby incorporated herein by reference.

- 8.5.2 Contractor acknowledges that this Contract will be funded, in part, with federal funds; therefore, Contractor agrees that it must 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.

- 8.5.2.1 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).

- 8.5.3 Failure by Contractor to comply with such laws and regulations must be a material breach of this Contract and may result in termination of this Contract.

- 8.5.4 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

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

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

## **8.7 Compliance with County's Jury Service Program**

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

### **8.7.2 Written Employee Jury Service Policy**

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 must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity, which has

a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of 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 the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that 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.
4. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.8.2 The Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Contract.

## **8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List**

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

## **8.10 Consideration of Hiring GAIN-GROW Participants**

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

category to the Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

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

### **8.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this 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 years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.11.3 Non-responsible Contractor**

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



#### 8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the DCFS 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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and DCFS will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1)

the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 These terms will also apply to Subcontractors of County Contractors.

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

- County: <https://doingbusiness.lacounty.gov/listing-contractors-debarred-in-los-angeles-county/>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <https://sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>.

## **8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit H, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in

the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

#### **8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or 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.

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

#### **8.14 County's Quality Assurance Plan**

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

### **8.15 Damage to County Facilities, Buildings or Grounds**

- 8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. Contractor, as determined by County, for such repairs must repay all costs incurred by County, by cash payment upon demand.

### **8.16 Employment Eligibility Verification**

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **8.17 Counterparts and Electronic Signatures and Representations**

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

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

#### **8.18 Fair Labor Standards**

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

#### **8.19 Force Majeure**

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

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise

mitigate the damages and reduce the delay caused by such force majeure event.

## **8.20 Governing Law, Jurisdiction, and Venue**

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

## **8.21 Independent Contractor Status**

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

8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.22 Indemnification**

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands,

claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

## **8.23 General Provisions for all Insurance Coverage**

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

### **8.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 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 Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$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), will be construed as a waiver of any of the Required Insurance provisions.

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

[ContractorInsurance@dcfs.lacounty.gov](mailto:ContractorInsurance@dcfs.lacounty.gov).

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

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

#### 8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage,



term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### 8.23.4 Failure to Maintain Insurance

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

#### 8.23.5 Insurer Financial Ratings

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

#### 8.23.6 Contractor's Insurance Must Be Primary

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

#### 8.23.7 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 must require its insurers to execute any waiver of subrogation endorsements, which may be necessary to effect such waiver.

#### 8.23.8 Subcontractor Insurance Coverage Requirements

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

#### 8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

#### 8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### 8.23.11 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.

#### 8.23.12 Separation of Insureds

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

#### 8.23.13 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 must be designated as an Additional Covered Party under any approved program.

#### 8.23.14 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.

### 8.24 Insurance Coverage

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

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

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

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

#### 8.24.4 Unique Insurance Coverage

- Technology Errors & Omissions Insurance

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

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$100,000.00 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its

indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.25 Liquidated Damages**

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

8.25.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in Exhibit A-2, Performance Requirements Summary (PRS) Charts of Exhibit A, Statement of Work, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.26 Most Favored Public Entity**

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

## **8.27 Nondiscrimination and Affirmative Action**

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

8.27.2 Contractor certifies to the County each of the following:

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

8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to

California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.28 Non Exclusivity**

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

**8.29 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.30 Notice of Disputes**

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

**8.31 Notice to Employees Regarding the Federal Earned Income Credit**

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

**8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>



### **8.33 Notices**

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

### **8.34 Prohibition Against Inducement or Persuasion**

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

### **8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 Publicity**

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

### **8.37 Record Retention and Inspection-Audit Settlement**

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to

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

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may 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 will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.38 Recycled Bond Paper**

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

### **8.39 Subcontracting**

- 8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without

the prior consent of the County may be deemed a material breach of this Contract.

- 8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

Contract Analyst: Morena Guardado

[Guardm@dcfs.lacounty.gov](mailto:Guardm@dcfs.lacounty.gov)

before any subcontractor employee may perform any work hereunder.

8.39.9 Contractor must obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this contract. Contractor must maintain and make available upon request of County Program Manager all the following documents:

8.39.9.1 An executed Exhibit G2 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement, executed by each subcontractor and each subcontractor's employees approved to perform work hereunder.

8.39.9.2 Certificates of Insurance which establishes that the subcontractor maintains all the programs of insurance required by paragraph 8.24, Insurance Coverage requirements of this Contract.

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

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

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

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

#### **8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written

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

#### **8.41 Termination for Convenience**

- 8.41.1 County may terminate this Contract, issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effective 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 will be no less than ten (10) days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:
- Stop work under the this Contract, as identified in such notice.
  - Transfer title and deliver to County all completed work and work in process; and
  - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

#### **8.42 Termination for Default**

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract.
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract hereunder; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress

toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

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

#### **8.43 Termination for Improper Consideration**

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

#### **8.44 Termination for Insolvency**

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



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

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

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.46 Termination for Non-Appropriation of Funds**

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

#### **8.47 Validity**

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

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.49 Warranty Against Contingent Fees**

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.52 Time off For Voting**

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 days before every statewide election, every

Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

#### **8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

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

#### **8.54 Intentionally Omitted**

#### **8.55 Compliance with Fair Chance Employment Practices**

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

#### **8.56 Compliance with the County Policy of Equity**

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

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

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

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

#### **8.58 Injury and Illness Prevention Program**

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

#### **8.59 COVID-19 Vaccinations of County Contractor Personnel**

1. At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any

COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this paragraph. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
4. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this

Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this paragraph, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit I (COVID-19 Certification of Compliance) is a required part of any agreement with the County.

#### **8.60 Budget Reductions**

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

Contractor must continue to provide all of the services set forth in this Contract.

#### **8.61 Conduct of Program**

Contractor must abide by all terms and conditions imposed and required by this Contract and must 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, must be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

#### **8.62 Contract Accounting and Financial Reporting**

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

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

#### **8.63 Events of Default**

##### **8.63.1 Default for Non-Performance**

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

- 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
- 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.

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

- Insolvency of Contractor. Contractor must 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;

- The filing of a voluntary petition in bankruptcy;
- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of an assignment for the benefit of creditors.

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.

## **8.64 Proprietary Rights**

8.64.1 County and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract must become the sole property of County, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County must have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.64.2 Notwithstanding any other provision of this Contract, County and Contractor agree that County must have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government must have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public must not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County must have the right to inspect any and all such working papers, make copies



thereof, and use the working papers and the information contained therein.

- 8.64.3 Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, must be plainly and prominently marked by Contractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 8.64.4 County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data, and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in Sub-Section 30.3. County agrees not to reproduce or distribute such materials, data, and information to non-County entities without the prior written permission of Contractor.
- 8.64.5 Notwithstanding any other provision of this Contract, County must not be obligated in any way under Sub-section 30.4 for:
- 8.64.6 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 30.3;
- 8.64.7 Any materials, data and information covered under Sub-section 30.2; and Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- 8.64.8 Contractor must protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor must use whatever security measures are necessary to protect all such materials, data, and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 8.64.9 Contractor must not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

The provisions of Sub-sections 30.5, 30.6, and 30.7 must survive the expiration or termination of this Contract.

#### **8.65 Warranty Against Exclusion, Debarment Or Suspension**

Contractor certifies 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.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Contractor's Charitable Activities Compliance**

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

#### **9.3 Ownership of Materials, Software and Copyright**

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

9.3.2 During the term of this Contract and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of

this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 will survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:
  - Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

## **9.5 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88> Rev.%201)

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

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

## **9.6 Intentionally Omitted**

## **9.7 Intentionally Omitted**

## **9.8 Intentionally Omitted**

## **9.9 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.

## **9.10 Child Abuse Prevention Reporting**

9.10.1 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 at 1-800-540-4000 or the Child Abuse Reporting Electronic System at <https://reportchildabusela.org> whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

9.10.2 Contractor must 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 must include:

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

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

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

**9.11 Contract Mandatory Meetings**

Contractor must attend Provider meetings on a monthly basis or as scheduled by the County Program Manager or designee.

**9.12 Contractor Mandatory Orientation**

Contractor must attend a mandatory orientation that will be provided by County within thirty (30) days of the Contract Start Date

**9.13 Contractor Negotiations**

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

**9.14 Contractor Alert Reporting Database (Card)**

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

9.14.1 Solicitations Where Performance History is not Scored.

9.14.2 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 a bidder is responsible for the purposes of a future County contract or extension option.

**9.15 Fixed Assets**

Title to all fixed assets purchased with County funds designated by the County for that purpose under this Contract must 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 must be maintained and repaired by Contractor during the term of this Contract. Contractor must provide an accounting of such assets at the termination or expiration of this Contract and must deliver same to County upon County's written request. Contractor must 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.

**9.16 Former Foster Youth Consideration**

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor must give consideration (after County employees, and GAIN/GROW participants as described in Section 12.0) for any such position(s) to qualified former foster youth. Contractor must notify

County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services Division  
1933 S. Broadway, 6<sup>th</sup> Floor, Los Angeles, CA 90007  
[youthds@dcfs.lacounty.gov](mailto:youthds@dcfs.lacounty.gov)

- 9.16.1 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 9.16.2 Contractor is exempt from the provisions of this Section if it is a governmental entity.

#### **9.17 Hours of Operation**

- 9.17.1 The Contractor must conduct its business in accordance with standard hours of operation, Monday through Friday, from 8:00 a.m. to 5:00 p.m., PST.
- 9.17.2 Subcontractors offices must be staffed in accordance with standard hours of operation, Monday through Friday, from 8:00 a.m. to 5:00 p.m., PST.
- 9.17.3 The Contractor and Subcontractors must provide holidays, weekends, and after-hours schedules; and contact persons to receive calls and respond to emergent requests.
- 9.17.4 After-hours telephone number available 24 hours a day seven days a week including weekends and County recognized holidays, as needed, for DCFS, in order to receive notification of urgent matters.
- 9.17.5 Contractor must obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.
- 9.17.6 Contractor must submit to the County Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

## **9.18 Office Location**

- 9.19.1 The Contractor must maintain an office with a telephone in the agency's name where the Contractor conducts its business during the hours of operation identified in Section 28.0.
- 9.19.2 Within thirty (30) days of contract start date, Contractors must have their required office location in place.

## **9.19 Shred Documents**

- 9.19.1 Contractor must ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.
- 9. 19.2 Documents for record and retention purposes in accordance with Section 38.0, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years.

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

## **9.21 Employee Benefits and Taxes**

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



## **9.22 State Energy Conservation Plan**

Contractor must be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1386), Executive Order 11738 and Environmental Protection Regulations (40 CFS Part 15)

## **9.23 Federal Award Identification**

Title 2, Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards, Part 200.332 requires the County to provide Contractors with the details of every federal award and sub-award, as references on Exhibit X, Federal Award Information.

## **10.0 Survival**

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Définitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

Paragraph 8.57 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.3 (Ownership of Materials, Software and Copyright)

Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_

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

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

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

By: \_\_\_\_\_  
**David Beaudet**, Senior Deputy County Counsel

**STATEMENT OF WORK**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL EVALUATION SERVICES**

**STATEMENT OF WORK**



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### **STATEMENT OF WORK TECHNICAL EXHIBITS**

- Exhibit 1 Monthly Invoice
  - Exhibit 2 Psychological Evaluator's Findings Report
-

## **EXHIBIT A**

Exhibit 3      Performance Requirements Summary (PRS) Chart  
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**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
PRE-EMPLOYMENT/POST OFFER PSYCHOLOGICAL EVALUATION  
SERVICES**

**PART A: INTRODUCTION**

**1.0 PREAMBLE**

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

The vision of the Department of Children and Family Services (DCFS) is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

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

**2.0 OVERVIEW**

DCFS considers Children's Social Workers (CSW(s)) and Human Services Aide (HSA(s)) to be in a "Safety-Sensitive" Position as they provide services to at-risk children and families in Los Angeles County. Thus, in order to effectively select the most qualified Candidates who are reliable, psychologically suitable and exhibit the sound judgement needed to assure that children at-risk are not abused, exploited, or neglected, all CSW(s) and HSA(s) Candidates must complete a Pre-Employment/Post Offer (PEPO) Psychological Evaluation. Therefore, the CONTRACTOR shall provide services to DCFS, as required herein, which include PEPO Psychological

Evaluations for all Candidates in the general classification of CSW or HSA, and any individuals seeking employment with DCFS in a “Safety-Sensitive” position.

**3.0 SERVICE GOALS**

The CONTRACTOR shall conduct PEPO Psychological Evaluations for eligible Candidates. These assessments will assist the COUNTY to ensure the Candidates are psychological suitable to safely and fully perform the duties and responsibilities of the “safety-sensitive” position for which they applied; assuring continuous quality services to children and families served by DCFS.

**4.0 DEFINITIONS**

- 4.1 CANDIDATE(S)** – DCFS Children's Social Workers (CSW(s)), Human Services Aides (HSA(s)), and Candidates for “Safety-Sensitive” positions deemed by the COUNTY to require completion of a PEPO Psychological Evaluation.
- 4.2 BUSINESS DAYS** – Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Standard Time, except COUNTY Holidays. The PEPO Psychological Evaluation Services can be provided outside this timeframe with prior approval by the County Program Manager (CPM) or County Program Director (CPD).
- 4.3 CONTRACTOR** – Entity that has been awarded the contract to provide services as defined in this Statement of Work (SOW).
- 4.4 CONTRACTOR Project Manager (CONTRACTOR PM)** – Person responsible for daily management of contract operations performed by CONTRACTOR to ensure the services are provided as defined in this SOW.
- 4.5 CONTRACTOR PM Designee** – Person responsible to act on behalf of the CONTRACTOR PM in their absence.
- 4.6 COUNTY** – County of Los Angeles.
- 4.7 COUNTY PROGRAM DIRECTOR (CPD)** – DCFS’ Chief of Psychological Services, responsible to oversee the PEPO Psychological Evaluation Services. Any disputed changes to this SOW must be approved by CPD.
- 4.8 COUNTY PROGRAM MANAGER (CPM)** – The Administrative Services Manager I, from Human Resources Personnel Processing responsible for the daily administrative CONTRACT operations and



overseeing the coordination of the Candidates' PEPO Psychological Evaluation Services referrals sent to the CONTRACTOR.

- 4.9 CPM Designee** – The Human Resources Personnel Processing Senior DPA, responsible for the review of the incoming invoices from the Contractors and may act on behalf of the CPM in their absence.
  - 4.10 DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)** – A child welfare department within the COUNTY of Los Angeles. DCFS and COUNTY are used interchangeably throughout this SOW.
  - 4.11 PRE-EMPLOYMENT/POST-OFFER (PEPO) PSYCHOLOGICAL EVALUATION SERVICES** – Psychological Evaluation Services provided by the CONTRACTOR, a procedure used to determine if an applicant is psychologically suitable and able to safely and fully perform the duties and responsibilities of any “safety-sensitive” position.
  - 4.12 The Psycho-Social History Questionnaire** – A tool designed by the COUNTY’S Occupational Health Program’s (OHP) Chief of Psychological Services, used to gather relevant history without an undue intrusion into the privacy of the Candidate, and under Americans with Disabilities Act and Equal Employment Opportunity Commission rules.
  - 4.13 The Minnesota Multiphasic Personality Inventory, 3<sup>rd</sup> Edition (MMPI-3)** – A personality test, administered and interpreted by a Psychologist; designed to reveal psychopathology (using gender-neutral norms) as well as other positive personality characteristics such as honesty, conscientiousness, and attention to detail.
  - 4.14 The Work Style Assessment (WSA)** – A psychological test, administered and interpreted by a Psychologist, designed to measure job-related psychological constructs, tied to the Occupational Information Network (O\*NET) specifications for Child Protective Workers.
  - 4.15 The Detailed Assessment of Posttraumatic Symptoms (DAPS)** – A psychological test, administered and interpreted by a Psychologist (using gender-combined norms); designed to reveal occupational, social and interpersonal impairments secondary to symptoms of PTSD as well as positive personality characteristics like honesty, diligence and posttraumatic growth.
- 5.0 REQUIRED HOURS OF OPERATION**

The CONTRACTOR shall be available to coordinate services with the CPD, CPM, or CPM Designee, during COUNTY business hours, which are

Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Standard Time, COUNTY Holidays; however, the CONTRACTOR may complete PEPO Psychological Evaluations in the evenings, weekends, or on COUNTY Holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Cesar Chavez Day (Last Monday in March)
- Memorial Day (Last Monday in May)
- Juneteenth (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous People's Day (Second Monday in October)
- Veterans' Day (Last Monday in March)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving (Friday following the fourth Thursday in November)
- Christmas Day (December 25)

## **6.0 PART B: TARGET DEMOGRAPHICS**

Individuals seeking employment with DCFS in a "Safety-Sensitive" position are required by COUNTY to complete a PEPO Psychological Evaluation, after receiving a conditional offer of employment. Additionally, permanent COUNTY employees may also be considered Candidates if they are seeking employment in a classification that requires the completion of a PEPO Psychological Evaluation.

## **PART C: COUNTY'S RESPONSIBILITIES**

### **1.0 COUNTY'S ADMINISTRATION**

The CPD and CPM shall oversee the administration of this Contract, which include monitoring activities, contract compliance, and delivery of services.

- 1.1** The CPD shall provide technical guidance and direction to CONTRACTOR in areas related to County policy, information, and procedural requirements to ensure the CONTRACTOR delivers the services according to the Contract requirements.
- 1.2** The CPD has the authority to monitor the CONTRACTOR delivery of services according to the Contract requirements.
- 1.3** The CPD, is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to obligate the CONTRACTOR in any way whatsoever beyond the terms of this Contract.

## **EXHIBIT A**

- 1.4** The CPM, shall provide written authorization to the CONTRACTOR prior to the scheduling or conduct any PEPO Psychological Evaluation.
- 1.5** The CPM, or designee, shall be responsible for all PEPO Psychological Evaluation appointment referrals, receipt of the Psychological Evaluator's Findings Report, and review and approval of invoices (Attachment A-1).
- 1.6** The OHP Unit shall review the Psychological Evaluation Completion Reports and coordinate meetings with the CONTRACTOR as needed.

### **2.0 MONITORING**

The COUNTY shall monitor the CONTRACTOR, including but not limited to a review and audit for compliance with this contract, SOW, and all applicable laws and regulations pertaining to the PEPO Psychological Evaluation Services Contract.

- 2.1** The COUNTY shall also monitor areas that include but are not limited to the following:
  - 2.1.1** Quality assurance review.
  - 2.1.2** Interviews of CONTRACTOR staff.
  - 2.1.3** A review of the CONTRACTOR'S personnel files, time cards, training hours, etc., for a sample of the SUBCONTRACTORS working on this contract.
  - 2.1.4** The CONTRACTOR shall make all SUBCONTRACTORS' records available for the COUNTY to review upon request.

## **PART D: CONTRACTOR'S GENERAL RESPONSIBILITIES**

### **1.0 CONTRACTOR'S ADMINISTRATION**

Contractor shall designate a Program Director responsible for daily management of Contract operation and overseeing the work to be performed by Contractor as defined in this Statement of Work

- 1.1** The CONTRACTOR is responsible for maintaining communication with COUNTY, as needed, to address any areas of concern in the compliance of this Contract.
- 1.2** CONTRACTOR shall not schedule or conduct any meetings or negotiations under this contract on behalf of the COUNTY.

## **EXHIBIT A**

- 1.3** CONTRACTOR shall maintain an office in Los Angeles County with a telephone number in the CONTRACTOR's name, where CONTRACTOR conducts business. A voicemail or answering system shall be available to receive messages. CONTRACTOR shall respond to calls within 24 hours, or one business day, of messages received.
- 1.4** CONTRACTOR shall provide the CPM with a mobile phone number to reach CONTRACTOR in case of any unexpected scheduling request or cancelation.
- 1.5** All business overhead cost regarding this Contract such as offices' lease, furnishings, telephone, mail, supplies, etc., shall be borne by the CONTRACTOR.
- 1.6** CONTRACTOR shall meet with CPD, CPM, CPM Designee, and other COUNTY personnel who are directly involved with the implementation and monitoring of this Contract, prior to implementation. The CONTRACTOR shall also be available (at no charge to the COUNTY) for occasional relevant meetings, orientation, trainings, or presentations that pertain to the effective execution of the contract. CONTRACTOR shall participate in such meetings, orientation, training, and presentations.

### **1.7 CONTRACTOR's QUALIFICATIONS AND REQUIREMENTS**

The minimum mandatory CONTRACTOR qualifications and requirements for the PEPO Psychological Evaluation Services Contract with the COUNTY include all of the following:

- 1.7.1** CONTRACTOR must possess valid and unrestricted licenses from the California Board of Psychology, and be Board Certified in Police and Public Safety from the American Board of Professional Psychology (ABPP).
- 1.7.2** CONTRACTOR must have at least five (5) full-time years of experience in diagnosis and treatment of emotional and mental disorders; at least three (3) years of the proposer's experience must be post-internship.
- 1.7.3** CONTRACTOR must be proficient in the administration, scoring, and interpretation of a wide variety of psychological tests and skilled in clinical interviewing techniques.
- 1.7.4** CONTRACTOR shall be in "Good Standing" with the County of Los Angeles Department of Children and Family Services,

any Department within the COUNTY, other counties within the State of California, and the California Psychology Board.

- 1.7.5** CONTRACTOR may use the services of a Licensed Clinical Psychologist (Employee or Subcontractor) to administer, score, and interpret the psychological tests specified in this SOW. However, only the CONTRACTOR may conduct the focused clinical interview and certify the psychological suitability of a Candidate. Thus, the Psychological Evaluators Findings report (Attachment A-2) must bear the signature of the CONTRACTOR.

## **2.0 SCOPE OF WORK**

### **2.1 PEPO PSYCHOLOGICAL EVALUATION APPOINTMENTS**

- 2.1.1** CPM shall provide Candidates' background information to the CONTRACTOR via email, to schedule PEPO Psychological Evaluations with the candidate.
- 2.1.2** CONTRACTOR shall contact the Candidates directly to schedule appointments for PEPO Psychological Evaluations based on CONTRACTOR's availability. CONTRACTOR shall promptly schedule all Candidate's appointments (within three (3) to five (5) business days from the date of CPM's requests).
- 2.1.3** CONTRACTOR will notify CPM of all confirmed PEPO Psychological Evaluation appointments within 48 hours of scheduled to ensure all referred Candidates have been contacted.
- 2.1.4** CONTRACTOR shall notify CPM of any appointment cancellations, "no show", or rescheduled appointments. CONTRACTOR is required to complete the "no show" report in accordance with Technical Exhibit B, Pricing Sheet.
- 2.1.5** COUNTY cannot guarantee that the number of the scheduled evaluation appointments will actually take place due to Candidate(s)' late cancellation or "no-show"; However, the CONTRACTOR can bill for Candidate's late cancellations and "no show" in accordance with Technical Exhibit B, Pricing Sheet.
- 2.1.6 Appointment availability**

CONTRACTOR will receive a list of Candidates to be scheduled for PEPO Psychological Evaluation appointments.

- 2.1.6.1** COUNTY cannot guarantee a minimum or maximum number of PEPO Psychological Evaluation Services appointments per month. The number of requests for PEPO Psychological Evaluation appointments may vary from month-to-month depending on the needs of the COUNTY.
- 2.1.6.2** COUNTY will distribute the PEPO Psychological Evaluations referrals equitably among the CONTRACTOR(s). Contractor shall complete the Psychological Evaluator's Findings Report within two (2) business days of completing the PEPO evaluation.
- 2.1.6.3** CONTRACTOR shall be available to conduct unanticipated/ unscheduled PEPO Psychological Evaluations, with less than 24 hours advance notice for Candidate(s) upon request by the CPM, such requests are limited to unusual situations; i.e. out-of-area Candidate.

## **2.2 PEPO PSYCHOLOGICAL EVALUATIONS**

CONTRACTOR shall provide PEPO Psychological Evaluation services to Candidate(s) referred by County. These services are required on as-needed basis.

**2.2.1** CONTRACTOR shall evaluate each Candidate against the following job-related psychological constructs:

- Social Competence
- Teamwork
- Adaptability/Flexibility
- Conscientiousness/Dependability
- Impulse Control
- Integrity/Ethics
- Emotional Regulation/Stress Tolerance
- Decision Making/Judgment
- Assertiveness/Persuasiveness
- Avoiding Substance Abuse and other Risk-Taking Behavior

**2.2.2** CONTRACTOR shall schedule the PEPO Evaluation Services appointments for Candidate(s) as authorized by CPM to be conducted virtually using an Encrypted, secure Telehealth streaming service or in person at CONTRACTOR's office.

## **EXHIBIT A**

- 2.2.3** CONTRACTOR shall conduct the PEPO Psychological Evaluations according to meets the recognized standards of the ABPP for Police and Public Safety Psychologists.
- 2.2.4** CONTRACTOR shall strictly follow the PEPO Psychological Evaluations protocol delineated in this SOW. All evaluation instruments to conduct the PEPO Psychological Evaluation must be pre-approved by CPD prior to use by CONTRACTOR. CONTRACTOR shall not use any supplementary psychological tests without prior approval from the CPD.
- 2.2.5** CONTRACTOR shall assure that any California Licensed Clinical Psychologist (Subcontractor or Employee), under their administrative supervision, strictly follows the PEPO Psychological Evaluations protocol delineated in this SOW.
- 2.2.6** CONTRACTOR shall review the Candidate's background information forms, provided by the CPM prior to conducting the Candidate's evaluation.
- 2.2.7** CONTRACTOR shall use the following four (4) evaluation instruments approved by the COUNTY to conduct the PEPO Psychological Evaluation:
1. The Psycho-Social History Questionnaire.
  2. The Minnesota Multiphasic Personality Inventory (MMPI-3), 3<sup>rd</sup> Edition.
  3. The Work Styles Assessment (WSA), Personnel Selection Report, specifying style match for the following traits: Confidence, Conscientiousness, Adaptability, Analytical Thinking and Concern for Others.
  4. The Detailed Assessment of Posttraumatic Symptoms (DAPS).
- 2.2.8** CONTRACTOR shall certify their completion of the PEPO Psychological Evaluation via submission of the Psychological Evaluator's Findings Report, (Attachment A-2), by indicating "I Certify", "I Cannot Certify", or "I am unable to make a determination" as to the Psychological suitability of the Candidate.
- 2.2.9** CONTRACTOR shall complete the Psychological Evaluator's Findings Report by integrating the following:

## EXHIBIT A

1. The findings from the review of the Candidate's background information forms provided by DCFS-Human Resources (DCFS-HR).
2. The findings from the Psycho-Social History, test data (from the MMPI-3, WSA, and DAPS utilizing gender natural or gender combined norms); and
3. The focused Clinical Interview conducted in person or virtually using an encrypted telehealth platform.

The PEPO Psychological Evaluation will also take into account the job duties and requirements as described in the Class Specification for the position for which the Candidate was evaluated.

**2.2.10** CONTRACTOR shall complete the Psychological Evaluator's Findings Report (Attachment A-2) following the completion of each PEPO Psychological Evaluation and will include the following information:

**2.2.10.1** Contractor shall include the following information:

- Psychological Evaluator's name, California Board of Psychology License Number, ABPP Certification Number and official Contact information;
- Candidate's full name, Date of Birth, last four digits of Candidate's Social Security Number, Address, Position Applying for, Hiring Department;
- Date of Evaluation;
- Evaluating Psychologist's Suitability Determination;
- Psychological Evaluator's signature.

**2.2.10.2** CONTRACTOR shall provide the results by completing the Evaluating Psychologist's Determination Section of the Psychological Evaluator's Findings Report (Attachment A-2). The CONTRACTOR will have the following options:

- **I Certify (IC)** that the Candidate is psychologically suitable to safely and fully



## EXHIBIT A

perform the duties and responsibilities of the position as required by DCFS without restriction or **I Certify with Restrictions (ICWR)**. By initialing this option, the CONTRACTOR has certified that the Candidate is able to perform the essential functions of the position without work restrictions, or has identified specific work restrictions, which may be reasonably accommodated by DCFS under the American's with Disabilities Act (ADA)

- **I Cannot Certify (ICC)** that the Candidate is psychologically suitable to safely and fully perform the duties and responsibilities of the position. By initialing this option, the CONTRACTOR has indicated that the Candidate is unable to perform the essential functions of the position due to not meeting the identified and required psychological criteria:
  - 1) Social Competence;
  - 2) Teamwork;
  - 3) Adaptability/Flexibility;
  - 4) Impulse Control/Attention to safety;
  - 5) Integrity/Ethics;
  - 6) Emotional Regulation/Stress Tolerance;
  - 7) Decision Making/Judgement;
  - 8) Assertiveness/ persuasiveness; and
  - 9) Avoiding Substance Abuse and Other Risk-Taking.
- **I am Unable to Make a Determination (UMD)** – by initialing this option, the CONTRACTOR provides the justification of the suitability determination, such as essential waivers/consent and/or documents not provided (any private protected medical information, including diagnosis, condition or treatment information cannot be listed under this option).

**2.2.10.3** If a CONTRACTOR is unable to make a determination due to insufficient information provided in the HR background information forms, the Candidate will be referred back to the CPM to

determine if the PEPO Psychological Evaluation can be rescheduled. If the evaluation is rescheduled, all necessary documents will be secured and provided to the CONTRACTOR prior to rescheduling.

## **2.3 NOTIFICATION OF EVALUATION RESULTS**

**2.3.1** CONTRACTOR shall submit to the CPM, a completed Psychological Evaluator's Findings Report (Attachment A-2), within 72 hours after completing a PEPO Psychological Evaluation. Also, CONTRACTOR shall email Attachment A-2 the OHP ([OHPpsych@hr.lacounty.gov](mailto:OHPpsych@hr.lacounty.gov)) (and send via US mail the original hard copy in a sealed envelope, within five (5) business days of the completed CPE, to the following addresses:

Department of Children and Family Services  
*Attention: Aaron Sim, Program Manager, Personnel Processing*  
501 Shatto Place, Suite 120  
Los Angeles, CA 90020

### **2.3.2 Pre-Employment Psychological Evaluation Report**

The COUNTY shall only receive the Psychological Evaluator's Findings Report (Attachment A-2) denoting their suitability determination and any "work restrictions or limitations."

**2.3.2.1** CONTRACTOR will provide the CPD a Monthly Data Report (on an Excel format) to include the following de-identified data from each PEPO Psychological Evaluation:

1. WSA Personnel Selection Report (percentage match);
2. DAPS validity (Negative Bias & Positive Bias) scales; posttraumatic-total and impairment (Post Traumatic Stress-Total & Posttraumatic Impairment) scales (T-scores);
3. MMPI-3 validity (Combined Response Inconsistency, Infrequent Responses, Infrequent Psychopathology Responses, Symptom Validity Scale, Uncommon Virtues & Adjustment Validity) (T-scores);

4. MMPI-3 Higher order (Emotional Internalizing Dysfunction, Thought Dysfunction & Behavioral/Externalizing Dysfunction) scales and restructured clinical (Demoralization, Somatic Complaints, Low Positive Emotions, Antisocial Behavior, Ideas of Persecution, Dysfunctional Negative Emotions, Aberrant Experiences, Hypomanic Activation) scales (T-scores);
5. The suitability determination code (IC, ICWR, ICC or UMD).

**2.3.2.2** The CPD will provide the CONTRACTOR the Psychological Evaluators Monthly Update, with aggregated data from each CONTRACTOR's Monthly Data Report. The report shall specify the mean (average) and extreme outlier for each scale (based on + or – 1.5 Standard Deviations) in order to assist the CONTRACTOR in identifying those who may require careful scrutiny during the clinical interview, enhancing and refining their decision making process with regards to making their suitability determinations.

## **2.4 CANDIDATE REQUEST TO APPEAL**

- 2.4.1** The Candidate may appeal results from the PEPO Psychological Evaluation if found "Unsuitable for the position", resulting in the termination of the hiring process.
- 2.4.2** If a CONTRACTOR certifies a Candidate psychologically suitable but recommends work restrictions, which may be reasonably accommodated by DCFS-HR under the ADA, DCFS-HR will contact the Candidate to schedule an Interactive Process Meeting (IPM), in accordance with the Fair Employment and Housing Act.
- 2.4.3** If a CONTRACTOR cannot certify the Candidate as Psychologically Suitable, or certifies a Candidate as Psychologically suitable but specifies work restrictions, which cannot be reasonably accommodated under the ADA, then the Candidate will be considered "Unsuitable for the position".
- 2.4.4** The Candidate may appeal an "ICC" finding by completing the required documentation sent to Candidate by COUNTY's Department of Human Resources (DHR) - OHP within 10 days of receiving the results of the PEPO Psychological Evaluation, and obtain an "Independent Medical Opinion

(IMO)” at the Candidate’s expense. The psychological evaluator rendering the IMO, shall independently and on behalf of the Candidate, submit the IMO report and testing data to the OHP - Counseling and Evaluation Section – Psychological Services Unit within 30 days of receiving the OHP results of the PEPO Psychological Evaluation. The required IMO shall be issued by a qualified Psychologist, licensed to practice in the State of California.

**2.4.5** DHR Chief of Psychological Services will obtain and review the PEPO Psychological Evaluation report and its test results (provided by the COUNTY Contracted Psychologist) and the submitted IMO report. A final “Findings Determination” will be issued at the conclusion of the appeal process; denoting whether or not the Candidate is certified psychologically suitable to safely and fully perform the duties and responsibilities of the position, with or without work restriction.

## **2.5 COUNTY’S QUALITY ASSURANCE PLAN AND MONITORING**

The County will evaluate the Contractor’s performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County’s Quality Assurance Plan.

### **2.5.1 Contract Monitoring System**

COUNTY shall monitor the CONTRACTOR, including but not limited to Contract Compliance, SOW requirements, and all Terms and Conditions pertaining to the PEPO Psychological Evaluation Services Contract.

The COUNTY shall also monitor areas that include but are not limited to the following:

**2.5.1.1** Monthly data reporting requirements: The Monthly Data Report (on Excel format) as specified in sec. 2.3.4.1.1, for 100% of the PEPO Psychological Evaluations completed provided to the CPD.

#### **2.5.1.2 Monthly Quality Assurance reporting requirements**

**2.5.1.2.1** CONTRACTOR will provide the CPD the complete redacted protocol (Psychosocial, MMPI-3, DAPS, WSA and Evaluator’s Finding Report) for 5% of PEPO Psychological Evaluations completed, and

## **EXHIBIT A**

whenever possible this work sample will include those with a determination of "ICC".

**2.5.1.2.2** CONTRACTOR will provide the CPD with the complete, redacted protocol for a random (one out of 20) PEPO Psychological Evaluations with a determination of "IC" during months when the number of "ICC" cases do not constitute 5%.

### **2.6.1 County's Quality Assurance Plan**

CPD and CPM will evaluate the Contractor's performance to verify that the Contractor meets the requirements in the day-to-day operations, and to ensure the objectives of the Contract are accomplished.

#### **2.6.1.1 A Contract Discrepancy Report Exhibit3).**

Verbal notification of a Contract discrepancy will be made to the CONTRACTOR as soon as a Contract discrepancy is identified. The area of concern will be resolved within a time period mutually agreed upon by the County and Contractor.

**2.6.1.2** The CPM or CPD will determine whether a formal Contract Discrepancy Report shall be issued. The CONTRACTOR is required to respond in writing to the CPM within ten (10) business days of receiving the Contract Discrepancy Report, acknowledging the reported discrepancies or presenting contrary evidence. A Corrective Action Plan (CAP) addressing all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CPD within ten (10) business days of receiving the Contract Discrepancy Report.

### **2.7 CONTRACTOR'S QUALITY CONTROL**

CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to ensure compliance to all Contract requirements are met. A copy of the QAP must be provided to the CPD on the Contract start date and as revisions are made to the document. The original QAP and any revisions thereto shall include, but not limited to the following:

## **EXHIBIT A**

- 2.7.1** CONTRACTOR will submit the QUAP to the CPD and CPM for review and approval. The CPD and CPM will provide approval or request any necessary changes to the CONTRACTOR. If the CPD or CPM request changes to the QAP, the CONTRACTOR shall make such changes and resubmit the plan for approval within five (5) business days.
- 2.7.2** CONTRACTOR shall email the PEPO Monthly Data Reporting with the de-identified data specified in sec 2.4.3.1. (WSA, DAPS & MMPI-3 validity and clinical scales, as well as the determination code) to the CPD on a monthly basis, for quality assurance purposes.
- 2.7.3** CONTRACTOR will also provide the CPD with a de-identified (redacted) copy of all PEPO Psychological Evaluations with an "I Cannot Certify determination" (or one randomly selected PEPO evaluation out of every 20 that were certified) on a monthly basis, the for quality assurance purposes.
- 2.7.4** In order to ensure uninterrupted service to the COUNTY, due to CONTRACTOR illness, disability, or change in life circumstances, the COUNTY reserves the right to disproportionately distribute these evaluations to the other equally qualified CONTRACTORS).
- 2.7.5** Contractor shall not utilize any employee or subcontractor whose work has been deemed deficient and unacceptable by the CPD.
- 2.7.6** The CPD, CPM, or other personnel authorized by the County, will monitor Contractor's performance under this contract using the quality assurance procedures specified in this Statement of Work and Technical Exhibit 4 Performance Requirements Summary. All monitoring will be conducted in accordance with Part II, County's Quality Assurance Plan, of the Contract.

## **2.8 LEGAL TESTIMONY**

CONTRACTOR shall be available to appear when required by summons or other legal process, or at the request of COUNTY, regarding the PEPO Psychological Evaluation Services provided under this Contract. CONTRACTOR shall be paid for time invested for any required court appearance and preparation for testimony according to the rate stated in Technical Exhibit B, Pricing Sheet of this Contract.

**2.9 MISCELLANEOUS PROJECTS**

CONTRACTOR may participate in research studies, involving the psychological test data derived from the PEPO Psychological Evaluations, when requested by CPD. Participation in such research is be voluntary and at no additional cost to COUNTY. Additionally, the CONTRACTOR may not utilize any data gathered from these PEPO Psychological Evaluations to conduct research or other studies without written approval from the Candidate, CPD, and County Counsel.

**2.10 VEHICLES/TRAVEL**

CONTRACTOR shall be responsible for all vehicles, transportation, and insurance costs pertaining to this Contract, which are not billable and are inclusive in the fee for service rate.

**2.11 TRAVEL TIME**

Travel time for administrative tasks such as but not limited to: Signing contract, attending meetings, are not billable and are inclusive in the fee for service rate.

**3.0 REPORTS AND RECORD KEEPING**

**3.1 RECORDS AND DOCUMENTATION OF WORK PERFORMED**

CONTRACTOR shall maintain copies of all Candidates' information, including all case notes, documentation of the interviews, test results, and interpretations for each Candidate evaluated under this Contract. CONTRACTOR shall maintain the confidentiality and integrity of these files, per ethical and legal guidelines set forth by the APA and the California Board of Psychology (CBP).

**3.2 MONTHLY REPORT**

The CONTRACTOR shall submit a report to the CPM on the first day of each month, which lists the following: 1) the names of candidates who completed their PEPO evaluation (with the date the contractor received the referral, scheduled the initial appointment, completed the Evaluation and sent the Psychological Evaluator's findings report); 2) the candidate's suitability determination; 3) the names of candidates who did not show or did not complete their PEPO evaluation; 4) any pending invoices and 5) payments received from the previous month.

**3.3 RETENTION OF CANDIDATE FILES**

All PEPO Psychological Evaluation documents for each Candidate shall be kept in a discrete, separate, secure, and locked location to ensure confidentiality, in accordance with professional standard set by the CBP, APA and Health Insurance Privacy and Portability Act (HIPPA). CONTRACTOR shall retain the PEPO Psychological Evaluation files for a minimum of seven (7) years for those Candidates who could not be certified, and for all Candidates certified as psychologically suitable the files shall be kept for the duration of employment. CONTRACTOR shall make provision, in accordance with the professional standards of the APA, to bequeath these records to a trusted colleague (who maintains a valid California Psychologist License) in the case of sudden demise or diminished capacity. This custodian of records will ensure the content of these files are available (upon request) to the OHP Chief of Psychological Services for the remainder of the seven (7) years for Candidates who could not be certified, and for the duration of employment for all Candidates certified as psychologically suitable. After which time they may dispose of the records in accordance with the standards of the CBP and APA.

#### **3.4 RECORDS REQUESTED BY OHP**

CONTRACTOR shall provide any records and materials requested by the OHP Chief of Psychological Services within the time frame specified by OHP. DCFS is considered "The Client", with regards to the PEPO Psychological Evaluations; thus, the CONTRACTOR will be prepared to expeditiously provide copies of a Candidate's psychological evaluator's report and testing data to the OHP Chief of Psychological Services to make a "Final Findings Determination".

CONTRACTOR will provide a copy of a Candidate's Psychological Evaluator's Findings Report along with the Candidate's Psycho-Social History Questionnaire, and Psychological Test Data to the Chief of Psychological Services within five (5) business days from the date requested by the OHP, electronically via Managed File Transfer, as established. In the event, that other methods of file transfer are recommended, the CONTRACTOR will receive notification by email or voicemail.

#### **4.0 GREEN INITIATIVE**

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.



**COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK**

<b>Exhibits</b>	
<b>1</b>	<b>Monthly Invoice</b>
<b>2</b>	<b>Psychological Evaluator's Findings Report</b>
<b>3</b>	<b>Performance Requirements Summary (PRS) Chart</b>
<b>4</b>	<b>Contract Discrepancy Report</b>

**MONTHLY INVOICE****TECHNICAL EXHIBIT 1**

Contractor Name:  
Contract Name: PEPO Psychological Evaluation Services  
Street Address:  
City, State, Zip Code:  
Telephone Number & Email

Date  
Invoice No.  
Billing Month:  
Contract No.  
Vendor No.

Date	Name of Candidate	Last 4-digit of SSN	Budgeted Amount	Clinical Psychological Evaluation	No Show/Late Cancellation	Other Required Services /Per Hour	Cost This Month	YTD Expenditures (including this invoice)	Total Available Budget
	Emp. A								
	Emp. B								
	Emp. C								
			\$	\$	\$	\$	\$	\$	\$

Total Requested Reimbursement Amount: \_\_\_\_\_

**CERTIFICATION**

I certify to the best of my knowledge that this invoice is true in all respect.

Prepared by: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved by: \_\_\_\_\_

Signature: \_\_\_\_\_

Tel. Nos.: \_\_\_\_\_

Date: \_\_\_\_\_

Tel. Nos.: \_\_\_\_\_

Date: \_\_\_\_\_

**For DCFS Program Manager Only**

1st Level Approval

Approver Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2nd Level Approval

Approver Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PSYCHOLOGICAL EVALUATORS FINDING REPORT



COUNTY OF LOS ANGELES  
Department of Human Resources | Occupational Health Programs

### PSYCHOLOGICAL EVALUATOR'S FINDINGS REPORT

APPLICANT NAME:

DATE OF BIRTH:  LAST FOUR OF SSN:

EMAIL ADDRESS:  TELEPHONE NUMBER:

STREET ADDRESS:

CITY:  STATE:  ZIP CODE:

POSITION APPLIED FOR:

HIRING DEPARTMENT:

The following information was used to evaluate if the above-named applicant is able to safely and fully perform the essential functions of the position, from a psychological perspective (check all that apply):

#### Tests Administered

- ☐ Minnesota Multiphasic Personality Inventory – 2RF or ☐ Personality Assessment Inventory
- ☐ The County Approved Psycho-Social History Questionnaire
- ☐ The Minnesota Multiphasic Personality Inventory, 3rd Edition (MMPI-3)
- ☐ Working Style Assessment (WSA)
- ☐ The Detailed Assessment of Posttraumatic Symptoms (DAPS)

#### Documents Reviewed

- ☐ Autobiography Form
- ☐ Completed Background file
- ☐ Job Description
- ☐ Other:

## EVALUATING PSYCHOLOGIST DETERMINATION



COUNTY OF LOS ANGELES  
Department of Human Resources | Occupational Health Programs

### Evaluating Psychologist's Determination

Based on the results and findings of that evaluation:


- ☐ I **certify** that the applicant is psychologically suitable to safely and fully perform the duties and responsibilities of the above-mentioned position as defined by the hiring department without restriction.
- ☐ I **certify** that the applicant is psychologically suitable to safely and fully perform the duties and responsibilities of the above-mentioned position with the following work restrictions: *Describe the work restriction(s), limitations, or reasonable accommodation requirements; do not list any private or protected medical information, including diagnosis, condition, or treatment information:* \_\_\_\_\_

- ☐ I **cannot certify** that the applicant is psychologically suitable to safely and fully perform the duties and responsibilities of the above-mentioned position as defined and provided by the hiring department due to not meeting the following required psychological criteria.

The Psychological Criteria that the applicant did not meet:

- |  |  |
|--|--|
| 1. <input type="checkbox"/> <b>Social Competence</b>                   | 6. <input type="checkbox"/> <b>Integrity/Ethics</b>                                |
| 2. <input type="checkbox"/> <b>Teamwork</b>                            | 7. <input type="checkbox"/> <b>Emotional Regulation/Stress Tolerance</b>           |
| 3. <input type="checkbox"/> <b>Adaptability/Flexibility</b>            | 8. <input type="checkbox"/> <b>Decision Making/Judgment</b>                        |
| 4. <input type="checkbox"/> <b>Conscientiousness/Dependability</b>     | 9. <input type="checkbox"/> <b>Assertiveness/Persuasiveness and</b>                |
| 5. <input type="checkbox"/> <b>Impulse Control/Attention to Safety</b> | 10. <input type="checkbox"/> <b>Avoiding Substance Abuse and Other Risk-Taking</b> |
- ☐ I **am unable** to make a determination due to the following *(do not list any private or protected medical information, including diagnosis, condition or treatment information):* \_\_\_\_\_

### CONTRACTED PSYCHOLOGICAL EVALUATOR

SIGNATURE:  \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

*Send this document via email to Occupational Health Programs at [OHPpsych@hr.lacounty.gov](mailto:OHPpsych@hr.lacounty.gov)*

**PART E: PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEES TO BE ASSESSED</b>
SOW: Part D, sub-paragraph 2.1.2 – Appointment Availability	CONTRACTOR shall provide schedule of availability (minimum of 20 per month).	Monthly submission of appointment availability to the CPM by the CONTRACTOR.	\$100 per occurrence, when not available
SOW: Part D, sub-paragraph 2.1.6.2 – Scheduling Appointments	CONTRACTOR shall not delay in the scheduling or completion of a PEPO evaluation.	HR internal tracking system: comparing the date of referral, date PEPO was scheduled, date of PEPO was completed and date the findings reports was received.	\$100 per occurrence, when a hiring decision is delayed more than two weeks, due to the dilatory scheduling or completion of a PEPO evaluation.
SOW: Part D, sub-paragraph 2.1.6.3 – Unanticipated appointments	CONTRACTOR shall have the capability to conduct occasional, unanticipated, PEPO Evaluations with less than 24 hours' advance notice.	CONTRACTOR's availability upon request.	\$100 per occurrence, when not available
SOW: Part D, sub-paragraph 2.2.4 – PEPO Protocol and 2.5.1.2 Quality Assurance	CONTRACTOR shall use only authorized psychological evaluation instruments.	Submission of work sample to the CPD for Quality Assurance purposes (redacted PEPO Psych Evaluations, 5% of total).	\$100 per occurrence
SOW: Part D, sub-paragraph 2.2.9 – Clinical Interview Performance	All clinical interviews shall be conducted by the CONTRACTOR.	Ongoing review of Psychological Evaluator's Findings Reports by the CPM, ensuring the reports bear the signature of the CONTRACTOR.	\$100 per occurrence
SOW: Part D, sub-paragraph 2.3.1 – Notification of Results and 3.2 Monthly Report.	CONTRACTOR shall submit a completed Psychological Evaluator's Findings Report to the CPM within 72 hours of completing a PEPO Evaluation.	Review of the first of the month report submitted to the CPM.	\$50 per occurrence, when each report is not submitted
SOW: Part D, sub-paragraph 2.5.1.1 – Monthly Quality Assurance reporting requirements	Contractor shall provide the CPD the de-identified, specified t-scores (from the MMPI-3, WSA, and DAPS) for each PEPO Evaluation completed.	Monthly submission of data will be accomplished through emailing an updated spreadsheet to the CPD.	\$100 per each PEPO Evaluation set of documents not submitted
SOW: Part D, 3.3 Reports and Record Keeping	Records shall be kept in a safe, secure, and locked location in accordance with part D, Section 3.3. Monthly reports are submitted in a timely manner.	Submission of reports to the CPM and occasional inspection of record management by CPD.	\$100 per each Candidate file not retained.

## PART F: PERFORMANCE OUTCOME MEASURE SUMMARY

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOAL		
<b>PROGRAM:</b> PEPO PSYCHOLOGICAL EVALUATION SERVICES		
<b>OUTCOME GOAL:</b> Employ professional and suitable Candidates, and increase employee permanency and retention		
<b>TARGET GROUP:</b> CSWs and HSAs Candidates to be "High Risk Positions"		
COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
Maintain staffing requirements and operational needs.	700 employees annually.	New Hire Staffing Reports.

CONTRACT DISCREPANCY REPORT

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATES: \_\_\_\_\_

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative Date

COUNTY ACTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROGRAM DIRECTOR (CPD):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY PROGRAM MANAGER (CPM):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY PROGRAM MONITOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



## PRICING SHEET

### PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL EVALUATION SERVICES

#### Scope of Work

The Pre-Employment (Post-Conditional Offer) Psychological Evaluation procedure will include the following: 1) review of background information provided by DCFS HR; 2) review of the county approved Psycho-Social questionnaire; 3) the administration and scoring of the WSA, MMPI-3 and the DAPS; 4) review the WSA, MMPI-3 and DAPS Score reports and profiles; 5) a focused clinical interview guided by the actuarial data from the WSA, MMPI-3 and DAPS and a critical item (MMPI-3) analysis and 6) the completion of the Psychological Evaluator Findings Report, which will be provided to DCFS HR with any recommended work restrictions, if applicable.

#### FIXED RATE/FEE FOR THE FOLLOWING SERVICES

Fee for Service	Fees	Testing Procedures
PEPO Psychological Evaluation	\$575	<ul style="list-style-type: none"> <li>▪ The County Approved Psycho-Social History Questionnaire.</li> <li>▪ Work Styles Assessment (WSA)</li> <li>▪ Minnesota Multiphasic Personality Inventory, 3<sup>rd</sup> Edition (MMPI-3).</li> <li>▪ Detailed Assessment of Posttraumatic Symptoms (DAPS).</li> </ul>
“No-Show/Late Cancellation” (less than one business day prior)	\$175	
Other Required Services (Data Reporting, Quality Assurance Reporting, response to appeals)	\$250/hour	

**\*By submission of this SOQ, Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition.**

**ESTIMATED MONTHLY BUDGET**  
**THIS IS A SAMPLE BUDGET FORMAT ONLY**

Use your preferred format, but include all pertinent budget items in your final budget, per the budget guidelines.

CONTRACTOR'S NAME: \_\_\_\_\_ PERIOD: 2023-2024

**THIS IS AN ESTIMATED LINE ITEM BUDGET BASED ON 20 REFERRALS FOR PEPO PSYCHOLOGICAL EVALUATIONS, BUT DOES NOT GUARANTEED THE NUMBER OF REFERRALS PER MONTH – THE AMOUNTS LISTED BELOW ARE FOR SAMPLE PURPOSES ONLY**

**1. CONTRACT REVENUE:**

Evaluation Referral	XX Referrals X \$575 X 1 Month	
Evaluation Referral No-show/Late Cancellation	XX Referrals X \$175 X 1 Month	
Other Required Services	XX Hours X \$250 X 1 Month	
<b>Total Contract Revenue:</b>		

**2. DIRECT COSTS**

**A. Cost breakdown per Evaluation:**

Description	Cost per evaluation: (A)	Quantity: based on an average of 20 per month (B)	Total (A x B)
MMPI-3 Interpretive/Score Report	\$23.00	20	\$460
WSA Interpretive/Score Report	\$13.00	20	\$260
DAPS Interpretive/Score Report	\$16.00	20	\$320
Review of Psychosocial History Questionnaire	.25hr at \$200/hr	20	\$1000
Review of HR information Packet	.25hr at \$200/hr	20	\$1000
Review and Interpretation of Psychological Test results	.5hr at \$200/hr	20	\$2000
Focused Interview	.75hr at \$200/hr	20	\$3000
Completion and Processing of the Psychological Evaluator's findings Report	.25hr at \$200/hr	20	\$1000
<b>Direct Cost per PEPO evaluation</b>	\$452	20	\$8040

**B. Employee Benefits:**

Description	Monthly Cost (A)	Number of Positions (B)	Total (A x B)
Medical Insurance			
Dental Insurance			
<b>Total Employee Benefits Cost</b>			

**EXHIBIT D****C. Payroll Taxes** (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

Description	Monthly Cost (A)	Number of Positions (B)	Total (A x B)
Federal and State Taxes			
FICA			
State Disability			
<b>Total Payroll Taxes</b>			

**D. Subcontractor**

Description	Monthly Cost/Rate (A)	Number of Subcontractors hour used (B)	Total (A x B)
Subcontractor(s)	\$100/hr	10	\$1000

**E. Insurance, Equipment and Operation Expenses**

Description	Monthly Cost (A)	Quantity (B)	Total (A x B)
Liability/Auto/Professional Insurance			
Workers' Compensation Insurance			
Vehicle(s), Equipment			
Telephone and Utilities			
Office – Facility Space, Leases/Rents			
Supplies			
Live Scan / Criminal Clearance			
Training/Certifications			
Other:			
<b>Total Insurance, Equipment and Operation Expenses</b>			

<b>TOTAL DIRECT COSTS</b>			
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**3. INDIRECT COSTS**

Description	Monthly Cost (A)	Number of Positions (B)	Total (A x B)
Accounting Services			
Other Services			

EXHIBIT D

TOTAL INDIRECT COSTS			
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TOTAL DIRECT & INDIRECT COSTS	\$612	20	\$12240
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TOTAL MONTHLY COSTS			
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**BUDGET NARRATIVE**

Pre-Employment/Post-Offer (PEPO) Clinical Psychological Evaluation Services  
Fiscal Year 2022-2023

I \_\_\_\_\_ am submitting this budget narrative, for the contract period of 12 months, in order to provide PEPO Psychological Evaluation for Department of Children and Family Services applicants considered to be in a "High Risk" job classification, as defined by the County.

**I. CONTRACT REVENUE (BASED ON AN AVG OF 20 CPE/MO)**

Add a description of the budget allocated (amounts/percentage) for this category.

**II. INDIRECT COSTS**

Add a description of the budget allocated (amounts/percentage) for this category.

**A. Cost Breakdown Per Evaluation**

**B. Employee Benefits**

**C. Payroll Taxes**

**D. Subcontractor**

**E. Insurance, Equipment and Operation Expenses**

**III. INDIRECT COSTS**

Add a description of the budget allocated (amounts/percentage) for this category.

By: \_\_\_\_\_

By: \_\_\_\_\_

Contractor: \_\_\_\_\_

Program Manager: \_\_\_\_\_

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

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## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations (CONTRACTOR) that 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, preclude the use of more sophisticated methods, or supersede any laws or requirements imposed by the applicable funding sources (i.e., federal and State agencies) that may be more restrictive and/or stringent. 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) 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 accrual or cash basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis used for recording financial transactions.

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

#### 1.1 Accrual Basis

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

Recorded accruals (e.g., to estimate expenditures) shall be reversed in the subsequent accounting period or when deemed appropriate in accordance with Generally Accepted Accounting Principles (GAAP).

### 1.2 Cash Basis

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

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

### 1.3 Prepaid Expenditures

Prepaid expenditures (e.g., insurance, service agreements, lease agreements) must be expensed during the appropriate Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

### 2.0 Accounting System

Each CONTRACTOR must 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 A.2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR must maintain separate cost centers, which clearly identify funds received and expended on services provided under the COUNTY Agreement.

### 2.1 General Journal

A General Journal must 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:

	<u>Debit</u>	<u>Credit</u>
Rent Expenditure	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

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



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

### 2.3 Cash Disbursements Journal

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

The Cash Disbursements Journal must, at a minimum, contain the following column headings:

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

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

Note (2) Entries in the description column must clearly 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 reimbursements, travel reimbursements, and petty cash fund 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. Canceled checks and credit card statements (VISA, AMEX, department store, etc.) alone will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on documentation requirements.

### **2.4 General Ledger**

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, revenues, and expenditures. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

### **2.5 Chart of Accounts**

A Chart of Accounts must be maintained:

- The COUNTY recommends that CONTRACTORS use the same expenditure account titles on the monthly invoice submitted to the COUNTY.
- If the CONTRACTOR uses account titles which differ from the account titles on the monthly invoice, each account title 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 expenditures for travel shall be posted to the account titled "travel" and not intermixed with other expenditure 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
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or 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), 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 to properly classify employees and independent contractors.

### **2.7 Invoices/Billings**

Each CONTRACTOR must submit an invoice/billing at least monthly to report to the COUNTY the financial activity of the program(s) as required in the applicable Agreement.

### **3.0 Records**

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage, or alteration of any record subject to the provisions of this Handbook. CONTRACTOR must make their report to the local law enforcement agency within twenty-four hours of becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

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

### **3.1 Retention**

All accounting records (e.g., journals, ledgers), financial records, and supporting documentation must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

### **3.2 Encryption**

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the COUNTY Agreement and COUNTY Board Policy 5.200.

### **3.3 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 and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

***Electronic documentation is permitted when the source documentation originated electronically. 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. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks), and account statements alone do not constitute supporting documentation for purchases. COUNTY at its sole discretion may accept photocopies of supporting documentation in preference to the original documents based on the adequacy of the CONTRACTOR'S internal controls over electronic documentation and subject to any limitations imposed by the applicable funding source(s) (i.e., federal and State agencies).***

CONTRACTORS must provide acceptable supporting documentation for all expenditures. For example, for the following categories of expenditures, acceptable supporting documentation may include, but not be limited to:

#### **Payroll**

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- Time distribution records by program, accounting for total work time on a daily basis for 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 Files**

- Documentation supporting approved employee pay rates.
- Proof of employees having the required educational, practical experience, and license(s)/certification(s) for their position.
- Criminal record clearances as required.

### **Contracted/Consultant Services**

- Contracts detailing the nature and scope of services to be provided, and the method and rate of compensation (e.g., cost reimbursement, fixed fee, fee for service, rate per hour) for each service.
- Itemized invoices or other documentation detailing the nature of services provided.
- Time and attendance records or other documentation detailing when services were provided.
- Travel vouchers detailing purpose, time, and location of travel reimbursed by CONTRACTOR.
- Purchase orders and invoices for supplies reimbursed by CONTRACTOR.
- Copies of all completed federal Form 1099s, establishing that all payments to contractors/consultants were reported timely to federal and State taxing agencies.

### **Travel**

- Travel policies of the CONTRACTOR (written).
- Travel expenditure vouchers.
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR shall at a minimum, retain literature, including, but not limited to, agendas and handouts detailing the purpose of the event, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure.
- Itemized receipts for all travel expenditures (e.g., lodging for approved out-of-town travel, airfare, car rentals, ground transportation, parking)

Note: Reimbursement for actual receipts or per diem rates for lodging and meal expenditures must not exceed the COUNTY'S maximum reimbursement rate for employees. CONTRACTOR shall obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.

### **Vehicle Expenditures**

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card.
- Vehicle title.
- Insurance policy.

- Purchase or financing agreement.
- Vehicle lease or rental agreement.
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are primarily used for business purposes, a vehicle mileage log must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log must identify:
  - Trip dates
  - Origin and destination addresses of the trip
  - Purpose of the trip and how it relates to the Agreement services
  - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle.
- For personal vehicles that are not primarily used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
  - Date and time of travel
  - Origin and destination addresses of the trip and the resulting mileage
  - Purpose of the trip and how it relates to the Agreement services
  - Rates claimed (Note: Reimbursement rates for mileage must not exceed applicable federal guidelines.)
  - Parking and toll charges reimbursed
  - Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which shall include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

### **Operating Expenditures (e.g., utilities, office supplies, equipment rentals)**

- Bona fide contracts or lease agreements, if applicable.
- Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation.
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or other documentation) signed by the employee(s) who verified the good/services were approved and received.

### Outside Meals

- Itemized receipts and/or invoices for all meals.
- Documentation detailing the nature and business purpose of each meal.
- Documentation identifying the participants of each meal.

### Loans (including, but not limited to, loans to the CONTRACTOR from employees and/or related parties)

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that loan proceeds were actually used for COUNTY programs.

To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

### 3.4 Payments to Affiliated Organizations or Persons (i.e., Related Party Transactions)

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

CONTRACTOR must not make payments to affiliated organizations or persons for program expenditures (e.g., salaries, services, rent) that exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs for such expenditures. 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 (i.e., corporation, partnership, parent company, subsidiary organization, association) 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 lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.

Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

### **3.5 Filing**

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

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

### **3.6 Referencing**

Accounting transactions posted to the CONTRACTOR'S books must 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 cross-referenced to the check issued for payment.

### **4.0 Donations and Other Sources of Revenue**

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) of revenue.



Restricted donations and other sources of revenue, earmarked specifically for the 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 three years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including, but not limited to, those which relate to its operation of each project or business activity, which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be made available upon request at a location within or near Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and 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**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement.

### **7.0    Subcontracts**

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

CONTRACTOR must provide COUNTY with copies of all executed subcontracts and must 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.

CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. The monitoring shall include, but is not limited to:

- Performing reviews of the subcontractor's fiscal and program operations.
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

### **B. INTERNAL CONTROLS**

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all personnel in these procedures and continuously monitor operations to ensure compliance with them.

#### **1.0 Cash Receipts**

##### **1.1. Separate Fund or Cost Center**

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

##### **1.2 Manual 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 or as soon as reasonably possible.

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.

Deposit slips shall be retained in an organized manner, 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 deposit slip and 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 should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

## **2.0 Disbursements**

### **2.1 General**

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

Blank check stock must 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" or withdrawals of 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. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks shall be canceled regularly, but no less frequent than monthly.

Unclaimed checks shall be canceled periodically, but no less frequent than every six months.

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) 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 must 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**

***Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). The CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased and the employee making the purchase. In the event that 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.

**The petty cash fund must be maintained on an imprest (fixed) basis.**

A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See **Exhibit B** for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

### **2.4 Credit Cards**

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.

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items should be limited to purchases where established purchasing and disbursement practices are not suitable.

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

### 3.0 Timekeeping

#### 3.1 Timecards

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

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time 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, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

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)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s))
- Performance evaluations
- Criminal record clearance (if required)

- Citizenship Status
- Benefit balances (e.g., sick time, vacation)
- Health Clearances (if required)

### **Benefit Balances**

Employee benefit balances (e.g., sick time, vacation, personal time) 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 Incentive Compensation**

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S established policy or agreement with employees. The CONTRACTOR must maintain documentation to support incentive compensation payments to employees.

### **3.4 Limitations on Positions and Salaries**

The CONTRACTOR shall not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal and State agencies).

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 half-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

Payroll expenditures for employees working on more than one Agreement, program, or activity must be equitably allocated in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

The CONTRACTOR must not charge the COUNTY for any retroactive salary adjustments made to any employee without written approval from the COUNTY.

### **3.5 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, must be approved in writing 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. All other 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.

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.

### **4.1 Acquisition**

As specified in the contract, CONTRACTOR must 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 contract.

### **4.2 Non-Capital Asset Equipment**

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, fax machines, and other portable assets).

### **4.3 Asset Identification and Inventory**

All fixed assets including capital and non-capital asset equipment, purchased in full, or in part, with contract funds are to be used for the benefit of the contract and should be appropriately tagged.

Each CONTRACTOR must 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 must be conducted at least once every two years to ensure that all fixed assets are accounted for and maintained in proper working order. Documentation must be maintained to support the inventory conducted.



### **4.4 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 governmental agencies
  - Buildings and equipment 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.

### **4.5 Rental Costs of Buildings and Equipment**

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

- Under a "sale and leaseback" arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- Under a "less-than-arms-length" lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

### **4.6 Security**

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

### **4.7 Property Management**

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

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained plus an additional three years, and shall be retained for a longer period in the case of unresolved litigation or audit.

The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

- Fixed assets purchased with contract funds with an acquisition cost or aggregate costs of \$950 or more.
- Fixed assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must dispose/return to the COUNTY all fixed assets in accordance with the Agreement.

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

6.0 Investments – COUNTY program funds may 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 the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

and necessary costs of providing services and allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance 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 expenditures.

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

### **1.2 Expenditures Incurred Outside the Agreement Period**

Expenditures 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 expenditures 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**

Expenditures must not exceed the maximum limits in the contract budget.

### **1.4 Unspent Program Funds**

CONTRACTOR must return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, 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 Expenditures**

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR must allocate expenditures to all benefiting programs, activities, and funding sources using an equitable basis. Unallowable activities (e.g., fundraising or investing) must also receive an appropriate allocation of costs.

In accordance with the applicable sections of the Uniform Guidance, CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. ***Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.***

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time summaries, calculation of full-time equivalents, square footage measurements).

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

### **2.1 Direct Costs**

Unless otherwise set forth in 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.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

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

Examples of bases for allocating shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

### **2.2 Indirect Costs**

Indirect costs are those costs that have been incurred for common or shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human

resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments

### 2.3 Acceptable Indirect Cost Allocation Methods

The Uniform Guidance describes the following allowable methods for allocating and charging indirect costs:

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

CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

#### 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	<u>10,000</u>
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)	<u>\$24,000</u>

### **Direct Allocation Method**

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

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

### **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.

### **Negotiated Indirect Cost Rates**

CONTRACTORS have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency with the largest dollar value of Federal awards funded to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

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

### **De Minimis Rate**

A CONTRACTOR that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 10% of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.

### **2.4 Indirect Cost Limitations**

CONTRACTOR must ensure indirect costs charged to the COUNTY program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable COUNTY, State, or federal agency.

### **2.5 Cost Allocation Plan**

CONTRACTOR must submit an annual Agency-wide Cost Allocation Plan as required by the COUNTY agreement and when requested by COUNTY. The Cost Allocation Plan must be prepared in accordance with COUNTY instructions and the applicable sections of the Uniform Guidance, and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting
  - Fiscal year
  - Method for allocating indirect costs (e.g., simplified, direct, multiple, negotiated rate, de minimis rate)
  - Indirect cost rate allocation base (e.g., direct salaries and wages, direct costs)
2. Identify the CONTRACTOR'S direct, shared, 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.

## **D. UNALLOWABLE COSTS**

The Uniform Guidance addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following costs are 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 (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 Independence**

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 the Nonprofit 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, 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 of directors, officers, and employees should be comparable to agencies of similar 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 establish compensation and benefits for the Organization's Chief Executive Officer, President, Chief Financial Officer, and 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 CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- 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 must 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 must be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

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

Online: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Toll Free: (800) 544-6861

U.S. Mail: County of Los Angeles  
Department of Auditor-Controller  
Office of County Investigations,  
500 W. Temple Street, Suite 514  
Los Angeles, CA 90012

**Agency Name**  
**Bank and Account #**  
**For the Month Ended June 30, 202X**

<b>Balance Per Bank Statement</b>			\$ 35,000.00
Add:	Deposit(s) in Transit		\$ 4,000.00
	Bank Service Charge		
	(erroneously posted -- to be reversed next month)		\$ 20.00 [1]
Less:	Outstanding Checks		
	#100	\$ 1,000.00	
	#101	\$ 500.00	
	#102	\$ 500.00	\$ (2,000.00)
	Bank Posting Error (to be reversed next month)		\$ (120.00) [1]
<b>Adjusted Bank Balance</b>			<b><u>\$ 36,900.00</u></b>
<hr/>			
<b>Balance Per Book</b>			\$ 36,950.00
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	\$ (50.00) [1]
<b>Adjusted Book Balance</b>			<b><u>\$ 36,900.00</u></b>

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

[1] Reconciling items.

## Petty Cash Log

January 202X

**Program/Location:** \_\_\_\_\_

**Approved Petty Cash Fund Amount:** \_\_\_\_\_

Date of Transaction	Description of Transaction	Account Code	Cash Out	Amount of Transaction	Cash Received	Balance
<b>Beginning Petty Cash on Hand</b>						<b>\$ 500.00</b>
1/1/202X	Parking	XX-XXX	\$ 10.00	\$ 10.00		\$ 490.00
1/5/202X	Postage	XX-XXX	\$ 10.00	\$ 10.00		\$ 480.00
1/8/202X	Supplies (Posterboard)	XX-XXX	\$ 5.00	\$ 5.00		\$ 475.00
1/12/202X	Replenishment Check #101	XX-XXX			\$ 25.00	\$ 500.00
<b>Total</b>			<b>\$ 25.00</b>	<b>\$ 25.00</b>	<b>\$ 25.00</b>	
				<b>Ending Petty Cash on Hand</b>	<b>\$ 500.00</b>	

---

Petty Cash Custodian Signature

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Date

---

Petty Cash Log Reviewer Signature

---

Date

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROGRAM DIRECTOR:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY 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: \_\_\_\_\_



**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ 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: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ 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: \_\_\_\_\_

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

Any fire station. Any hospital. Any time.

1.877.222.9723



[BabySafeLA.org](http://BabySafeLA.org)

No shame | No blame | No names



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

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

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –**  
**Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (the  
“Contractor”), certify that on County Contract \_\_\_\_\_ [ENTER  
CONTRACT NUMBER AND NAME]:

\_\_\_\_\_ All Contractor Personnel\* on this Contract are fully vaccinated as required by the  
Ordinance.

\_\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the  
Ordinance. The Contractor or its employer of record, has granted a valid medical or religious  
exemption to the below identified Contractor Personnel. Contractor will certify weekly that the  
following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their  
work week under the County Contract, unless the contracting County department requires  
otherwise. The Contractor Personnel who have been granted a valid medical or religious  
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ I have authority to bind the Contractor, and have reviewed the requirements above and  
further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 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.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer 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.

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Signature

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Date

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Name and Title of Signer (please print)



## INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

### 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.



- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use

appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

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

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

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## **8. SUBCONTRACTORS AND THIRD PARTIES**

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## **9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

**11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

**12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

**13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Name  
Departmental Information Security Officer  
Address  
City, State Zip  
Telephone  
Email address



- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## **16. AUDIT AND INSPECTION**

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including

penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. CYBER LIABILITY INSURANCE**

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$100,000.00** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)**

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

**ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS**

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

**ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY**

The Contractor shall manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.