



# Board of Supervisors Family & Social Services Cluster Agenda Review Meeting

**DATE:** May 15, 2024

**TIME:** 2:30PM – 4:00 PM

**MEETING CHAIRS:** Susan Kim & Lizzie Shuster, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Claudia Alarcon

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

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

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

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

[Click here to join the meeting](#)

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

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

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

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

- I. **Call to Order**
- II. **Consent Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
  - None --
- III. **Presentation/Discussion Items:**
  - a. **Department of Children and Family Services (DCFS):** Request for Approval of a New Contract with HopSkipDrive, Inc. for Transportation Services.
  - b. **DCFS:** Request to Approve a New Contract with the Regent of the University of California, Los Angeles for Training and Staff Development and Master of Social Work Internship Program services.
  - c. **DCFS:** Work Plan Update.

**IV. Public Comment**

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

**VI.** Adjournment

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/8/2024	
<b>BOARD MEETING DATE</b>	6/4/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Children and Family Services	
<b>SUBJECT</b>	New Contract	
<b>PROGRAM</b>	Transportation Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract with private transportation vendor, HopSkipDrive Inc., Contract No. 122236 is set to expire on June 30, 2024.	
<b>COST &amp; FUNDING</b>	Total cost: \$12,000,000.00	Funding source: The funding for DCFS is 100% realignment, and the funding for Local Education Agencies (LEAs) is their trust fund accounts.
	<b>TERMS (if applicable):</b> The full term of the contract is three years, initial year from July 1, 2024 through June 30, 2025 plus two one-year options.	
	<b>Explanation:</b> The annual contract budget is \$4,000,000.00. The County would be responsible for 50% of annual costs (\$2,000,000) and the participating LEAs will be responsible for the other 50%.  The maximum cost of this program if all possible contract years, one initial year plus two one-year options, are utilized is \$12,000,000.00. The County would be responsible for 50% of the costs (\$6,000,000), and the participating LEAs will be responsible for the other 50%.	
<b>PURPOSE OF REQUEST</b>	<p>Increasing school stability improves educational outcomes for youth in foster care and makes it more likely for children to develop long-term relationships with teachers or peers at a time that is crucial to have supportive permanent connections with adults for the benefit of youth's mental health and well-being.</p> <p>The Transportation Services contract will support foster youth stability and academic advancement by providing transportation to the student's identified School of Origin (SOO). This support is consistent with the requirements of the Every Student Succeeds Act (ESSA), which requires school districts and child welfare agencies to collaborate to ensure school stability for foster youth by creating agreements to provide and pay for transportation for these youth to attend their SOO upon removal from their homes or foster care placements.</p>	

<p><b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)</p>	<p>When foster youth are removed from their home or change placements, they are also often forced to change schools, which adversely impacts their academic growth. To prevent this negative outcome, President Obama signed ESSA, as described above, in 2015.</p> <p>In 2017, at the direction of a Los Angeles County Board of Supervisors motion put forth by Supervisor Mark Ridley Thomas and Supervisor Kathryn Barger, the Office of Child Protection (OCP), the Department, Los Angeles County Office of Education (LACOE), and Los Angeles Unified School District (LAUSD) launched a pilot to provide rides to foster youth to their school of origin while a detailed MOU could be developed based on lessons learned from the pilot and with feedback from Local Education Agencies (LEAs) and advocates. The pilot lasted for two years and over \$6,000,000 was provided by DCFS, LACOE, LAUSD, and philanthropy to fund transportation countywide immediately.</p> <p>Based on the data collected on needs, costs, and lessons learned, an MOU between DCFS and LEAs was created and disseminated in August 2019, which includes detailed logistic and cost-sharing procedures between DCFS and LEAs. Through the MOU, LEAs share 50% of the private vendor transportation costs with the Department. When a LEA signs on to the MOU, the LEA and DCFS deposit the total forecasted amount for the year into a trust account managed by the LA County Auditor Controller; as youth receives transportation services, the costs are deducted from the trust.</p> <p>To help meet the requirements of ESSA, in July 2017, LACOE issued a competitive procurement to provide private transportation services for foster youth to their School of Origin. HopSkipDrive., Inc. was the winning proposer, and LACOE executed contract number 122236 with HopSkipDrive, Inc. on or about October 20, 2017 to provide transportation services for students in foster care. The term of the Contract was for an initial one (1) year period with four (4) one (1) year options to extend.</p> <p>On October 9, 2018, the County took over the HopSkipDrive Contract from LACOE and Workforce Development, Aging and Community Services (WDACS) assumed responsibility for administering the contract; WDACS provided contractual and fiscal oversight while the Department has been overseeing all programmatic issues and concerns.</p> <p>In April 2022, WDACS extended HopSkipDrive Inc., Contract No. 122236 for an additional two years through June 30, 2024 to allow for sufficient time for the issuance of new proposals for contracts beginning July 1, 2024.</p> <p>The administration of the contract was subsequently transferred from WDACS to the Department on December 1, 2022.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No If Yes, please explain how: We are attempting to provide services to all Los Angeles County youth in foster care and are consistently reaching out to all LEAs serving this population as well. We have also gathered demographic data to ensure we are targeting all youth in care.</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No If Yes, please state which one(s) and explain how: We are supporting Priority 1, Child Protection. Through our SOO Transportation Program, youth placed in out-of-home care can continue to attend their SOO. This impacts the youth's well-being by providing school stability and maintaining meaningful connections. We are able to achieve this by collaborating with 70 LEAs who have partnered with DCFS in the ESSA Foster Youth School Stability Transportation MOU with the support from the Office of Child Protection.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:  Jennifer Higuchi, MSW</p>

Children Services Administrator II  
Education & Developmental Services Section  
626-261-5857  
[hwangj@dcfs.lacounty.gov](mailto:hwangj@dcfs.lacounty.gov)

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

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



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Director

JENNIE FERIA  
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Fifth District

June 4, 2024

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

Dear Supervisors:

**REQUEST FOR APPROVAL OF NEW CONTRACT WITH HOPSKIPDRIVE, INC. FOR  
TRANSPORTATION SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to execute a new contract with HopSkipDrive, Inc. to transport youth in foster care to their school of origin and school related activities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to execute a contract, substantially similar to Attachment A, with HopSkipDrive, Inc. for the provision of transportation services. The term of the initial contract will be effective July 1, 2024, or date of execution, through June 30, 2025, with two additional one-year renewal options through June 30, 2027. The Maximum Annual Contract Sum is \$4,000,000, funded by 100 percent 2011 State Realignment funds, with DCFS contributing 50 percent of the funds and the school districts contributing the remaining 50 percent. The Maximum Contract Sum for the initial one-year term plus two one-year renewal options is \$12,000,000. Sufficient funding will be included in the Fiscal Year 2024-2025 Recommended Budget.
2. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Annual Contract Sum up to 10 percent, if

*"To Enrich Lives Through Effective and Caring Service"*

such an amendment is necessary to meet changes in service demands and the necessary funding is available in the budget. Approval from County Counsel will be obtained prior to executing such amendment and the Director will notify the Board and the Chief Executive Office (CEO), in writing, within ten business days after execution.

3. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contract to make changes to the scope of work or the terms and conditions to meet program needs, provided that: a) prior County Counsel approval is obtained; and b) DCFS notifies the Board and the CEO, in writing, within ten business days after execution of such amendment.
4. Delegate authority to the Director of DCFS, or designee, to exercise the two one-year extension options by written notice or amendment, provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to execution of such amendment(s); and c) DCFS notifies the Board and the CEO, in writing, within ten business days of executing such amendment(s).
5. Delegate authority to the Director of DCFS, or their designee, to extend the new Transportation Services contract by amendment for a period not to exceed six months beyond June 30, 2027, if such additional time is necessary to complete the negotiation or solicitation of a new contract, provided that: a) the cost of living adjustment is not included; b) sufficient funding is available for the extension; c) County Counsel approval is obtained prior to executing the extension; and d) DCFS notifies the Board and the CEO, in writing, within ten business of execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The recommended actions will allow foster youth that are removed from their home or change placements, to remain at their school of origin when that has been determined to be in their best interest and there is no other suitable transportation available.

In 2015, in an effort to prevent negative and adverse impacts to foster youth that were removed from their home or changed placement, former President Obama signed the Every Student Succeeds Act (ESSA). The ESSA requires school districts and child welfare agencies to collaborate to ensure school stability for foster youth by creating agreements to provide for transportation for these youth to attend their school of origin upon removal from their homes or foster care placements.

Increasing school stability improves educational outcomes for youth in foster care and makes it more likely for children to develop long-term relationships with teachers or peers

at a time that is crucial to have supportive permanent connections with adults for the benefit of the youth's mental health and well-being.

### **Implementation of Los Angeles County's Strategic Plan Goals**

The recommended actions support the County's Strategic Plan, North Star One: Make investments that transform lives, Focus Area Goal D - Support Vulnerable Populations, Strategy ii, Child Safety and Family Well-being.

### **FISCAL IMPACT/FINANCING**

The proposed annual contract budget is \$4,000,000, funded by 100 percent 2011 State Realignment funds, with DCFS contributing 50 percent of the funds and the school districts contributing the remaining 50 percent. The Maximum Contract Sum for the initial one-year term plus two one-year renewal options is \$12,000,000.

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

DCFS currently provides transportation for youth in foster care, to their school of origin through a Memorandum of Understanding (MOU) with Los Angeles County school districts to share the cost of transportation. Additionally, the Los Angeles County Office of Education is providing additional funding through the one-time State awarded Assembly Bill 130 Emergency Grant for direct services to youth in foster care to cover costs, which are currently limited through the current MOU.

### **CONTRACTING PROCESS**

On November 16, 2023, DCFS released an Invitation for Bids (IFB). The IFB was posted on the Internal Services Department and DCFS websites and advertised in the Los Angeles Times, Daily News, San Gabriel Valley Tribune, Press Telegram, Antelope Valley Press and Daily Breeze newspapers. A Proposer's Conference was held on December 8, 2023. On January 17, 2024, DCFS received a total of four bids. A responsiveness review was completed and all four submitted bids met the minimum requirements set forth in the IFB. HopSkipDrive, Inc. submitted the lowest responsive and responsible bid.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) and Cost of Living Adjustment are not applicable to these contracts.

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

### **IMPACT ON CURRENT SERVICES**




The Honorable Board of Supervisors  
June 4, 2024  
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Approval of the recommended actions will enable DCFS to continue to provide foster youth with transportation to their school of origin, while remaining in compliance with ESSA.

**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 attachment to the Department of Children and Family Services.

Respectfully submitted,



BRANDON T. NICHOLS  
Director

BTN:JF:CMM  
LTI:SS:TN:ec

Enclosures

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**HOPSKIPDRIVE, INC.**

**FOR**

**TRANSPORTATION SERVICES**

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**STANDARD EXHIBITS**

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** County’s Administration
- D** Contractor’s Administration
- E** Contractor Acknowledgment and Confidentiality Agreement
- F** Safely Surrendered Baby Law

**UNIQUE EXHIBITS**

- G** Information Security and Privacy Requirements

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
HOPSKIPDRIVE, INC.  
FOR  
TRANSPORTATION SERVICES**

This Contract ("Transportation Services") and Exhibits made and entered into this\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as "County" and HopSkipDrive, Inc., hereinafter referred to as "Contractor". HopSkipDrive, Inc, is located at 360 E 2<sup>nd</sup> St. Suite 325, Los Angeles, CA 90012.

**RECITALS**

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

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

WHEREAS, this contract is therefore authorized under Government Code Section 31000, which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, pursuant to the provisions of the United States Congress, Every Student Succeeds Act, Public Law 114-95, school districts and child welfare agencies must collaborate to ensure school stability for foster youth by providing transportation to their school of origin upon removal of their homes or foster care placement;

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Children and Family Services or designee, to execute and administer this Contract.

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

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A through G 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 Attachments
- Exhibit B Pricing Schedule
- Exhibit C County's Administration
- Exhibit D Contractor's Administration
- Exhibit E Contractor Acknowledgment and Confidentiality Agreement
- Exhibit F Safely Surrendered Baby Law

### Unique Exhibits:

- Exhibit G Information Security and Privacy Requirements Exhibit

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 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.



- 2.1.4 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.5 **Contractor Project Director:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department:** The County of Los Angeles Department of Children and Family Services, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 **Director:** Director of Department of Children and Family Services
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.14 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

## 3.0 WORK

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

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

## **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be one year commencing after execution by County's Board or July 1, 2024, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two additional one-year periods extensions, for a maximum total Contract term of three years. Each such extension option will be exercised at the sole discretion of the Director, by written notice or Amendment to the Contractor.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database 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.

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

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

**5.1.1** The Maximum Annual Contract Sum is \$4,000,000 for the contract period. The Maximum Contract Sum for this Contract is \$12,000,000.

**5.1.2** County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor as specified in Exhibit B, Pricing Schedule for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5 of this Contract.

### **5.2 Written Approval for Reimbursement**

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

### **5.3 Notification of 75% of Total Contract Sum**

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

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

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

### **5.5 Invoices and Payments**

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

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

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

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

**5.5.5** The Contractor shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the DCFS County Program Manager, for review and approval, as follows:

County of Los Angeles  
Department of Children and Family Services  
Attn: Accounting Services, Contract Accounting Section  
510 Vermont Avenue, 14<sup>th</sup> Floor  
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles  
Transportation Services  
Attn: Kandace Hom, Program Manager  
12440 East Imperial Hwy.  
5<sup>th</sup> Floor, Suite 544A  
Norwalk, CA 90650

#### **5.5.6 County Approval of Invoices**

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

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

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

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

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

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

### **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

#### **6.1 County's Administration**

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

## **6.2 County's Project Director**

Responsibilities of the County's Project Director include:

- 6.2.1** Ensuring that the objectives of this Contract are met; and
- 6.2.2** Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## **6.3 County's Project Manager**

The responsibilities of the County's Project Manager include:

- 6.3.1** Meeting with the Contractor's Project Director on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

## **6.4 County's Project Monitor**

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

# **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Administration**

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

## **7.2 Contractor's Project Director**

- 7.2.1** The Contractor's Project Director is designated in Exhibit D (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit D (Contractor's Administration), as changes occur.
- 7.2.2** The Contractor's Project Director will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with County's Project Manager and County's Project Monitor on a regular basis.

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

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

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

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

#### **7.5 Background and Security Investigations**

**7.5.1** 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** These terms will also apply to subcontractors of County contractors.

**7.5.5** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **7.6 Confidentiality**

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

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

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

**7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**7.6.4** Contractor must sign and adhere to the provisions of Exhibit E (Contractor Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

**8.1.1** For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Director or designee. Approval of County Counsel must be obtained for any changes which affect the scope of work.

**8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or designee.

**8.1.3** The Director or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Director or designee.

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

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

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

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

## **8.3 Authorization Warranty**

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

## **8.4 Budget Reductions**

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



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

## **8.5 Complaints**

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

**8.5.1** Within five (5) business days after Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

**8.5.2** The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

**8.5.3** If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

**8.5.5** 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.

**8.5.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

**8.5.7** Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

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

**8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be

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

## **8.7 Compliance with Civil Rights Laws**

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

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

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

### **8.8.1 Jury Service Program**

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

### **8.8.2 Written Employee Jury Service Policy**

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to

the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such

material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

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

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

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

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

## **8.11 Consideration of Hiring GAIN/START Participants**

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and

[BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

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

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

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

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

- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board.

The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

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

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

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

**8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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.

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

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

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include

improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

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

#### **8.17 Employment Eligibility Verification**

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

**8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Counterparts and Electronic Signatures and Representations**

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1



(Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

### **8.19 Fair Labor Standards**

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

### **8.20 Force Majeure**

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

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

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

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

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

## **8.22 Independent Contractor Status**

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

## **8.23 Indemnification**

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

## **8.24 General Provisions for All Insurance Coverage**

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

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 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:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Transportation Services Contract Analyst  
510 Vermont Avenue, 14<sup>th</sup> Floor  
Los Angeles, CA 90020

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a

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

#### **8.24.3 Additional Insured Status and Scope of Coverage**

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

#### **8.24.4 Cancellation of or Change in Insurance**

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

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

**8.24.7 Contractor's Insurance Must Be Primary**

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Subcontractor Insurance Coverage Requirements**

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

**8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

**8.24.11 Claims Made Coverage**

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

**8.24.12 Application of Excess Liability Coverage**

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

**8.24.13 Separation of Insureds**

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

**8.24.14 Alternative Risk Financing Programs**

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

**8.24.15 County Review and Approval of Insurance Requirements**

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

**8.25 Insurance Coverage**

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

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

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

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

#### **8.25.4 Unique Insurance Coverage**

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

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

- **Technology Errors & Omissions Insurance**

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

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 Liquidated Damages**

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

**8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current



circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, SOW Attachment 1, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

**8.28.2** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials

using the name of the County without the prior written consent of the County's Project Director.

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

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

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar

liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

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

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

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

**8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the

County, Contractor must forward a fully executed subcontract to the County for their files.

**8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

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

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

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

**8.42 Termination for Convenience**

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

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

## **8.43 Termination for Default**

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

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

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

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



- 8.43.4** If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

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

#### **8.45 Termination for Insolvency**

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

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

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

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

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

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

#### **8.50 Warranty Against Contingent Fees**

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

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

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

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

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

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

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

**8.53 Time Off for Voting**

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking**

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

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

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

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

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

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

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

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

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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/Bidder 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.

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

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

**9.1.1** Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by

Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

**9.1.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

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

## **10.0 SURVIVAL**

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure

Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 10.0	Survival

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

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 subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the Contractor warrant under penalty of perjury that they are authorized to bind the Contractor.

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_  
Brandon T. Nichols, Director  
Department of Children  
and Family Services

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

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

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

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

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL  
Dawyn R. Harrison, County Counsel

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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/15/2024	
<b>BOARD MEETING DATE</b>	6/4/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Children and Family Services	
<b>SUBJECT</b>	Approve a new contract with the Regent of the University of California, Los Angeles for Training and Staff Development and Master of Social Work Internship Program services	
<b>PROGRAM</b>	Training for Children's Social Workers	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract with The Regents of the University of California, Los Angeles will expire on June 30, 2024.	
<b>COST &amp; FUNDING</b>	Total cost: \$76,411,035	Funding source: 75% Federal funds and 25% 2011 State Realignment/Net County Cost funds.
	TERMS (if applicable): The initial term of the contract is from July 1, 2024 through June 30, 2025. The contract has four, one-year extension periods through June 30, 2029.	
	Explanation: The maximum contract sum for the one-year term plus four additional one-year optional renewal periods is \$76,411,035.  The following items were key additions to the new contract that resulted in an increase to the budget, however not inclusive of all increases: <ul style="list-style-type: none"> <li>• Increase in Personnel to support the implementation of current and upcoming initiatives like Family First Prevention Services Act (FFPSA) and CARES:             <ul style="list-style-type: none"> <li>○ E-learning Developer</li> <li>○ Trainer</li> <li>○ Assistant Training Director</li> </ul> </li> <li>• Audio and Visual upgrades for training rooms at DCFS University Downtown Training Center.</li> <li>• Increase from 62 to 118 stipends. This include the change from one year stipends to two year stipends.</li> <li>• Increase of per stipend cost from \$18,500 to \$26,000, along with additional personnel time was approved for stipend program.</li> </ul>	



<p><b>PURPOSE OF REQUEST</b></p>	<p>Los Angeles County Department of Children and Family Services (DCFS) will continue to work in collaboration with UCLA's Department of Social Welfare/Luskin School of Public Affairs to provide foundational training to newly hired Children's Social Workers (CSW). This training model calls for a 52-week training program, featuring classroom instruction, virtual trainings, field experience and the use of latest technologies. The foundational training also includes the use of simulation training. Each CSW is provided with the opportunity to participate in two simulation experiences during their foundational training. The simulation training incorporates lessons learned from real DCFS cases and imitate real-life casework issues that CSWs experience during in-home visits, client and collateral interviews and safety and risk assessments as well as the analysis of a family's progress towards achieving case plan goals. The simulation training is specifically focused on promoting and developing critical thinking, decision-making, analysis and problem solving skills.</p>
<p><b>BACKGROUND</b> <b>(include internal/external issues that may exist including any related motions)</b></p>	<p>DCFS established "The DCFS University" to provide professional development to DCFS staff and to advance the DCFS mission. As of April 1, 2014, the Department began contracting with the Regents of the University of California (UCLA) for its training and the internship program.</p> <p>The DCFS University supports staff development for the over 8900 DCFS staff with three training centers with one site located in downtown Los Angeles, a second site in Norwalk, and a third site in the Antelope Valley. The center in downtown Los Angeles is funded through this contract and it's a 28,000 square feet state-of-the art facility that includes seven large training rooms, four simulation labs (one outfitted with a viewing room), two computer labs, and a studio for the development of e-learning and other web-based technologies, a library for archived material, a sizable conference room with videoconference capability, and a "huddle room" for smaller meetings.</p> <p>The center in downtown Los Angeles supports the collaboration between DCFS and University trainers as a centralized location, facilitates a coordinated partnership for the design, development and delivery of training for our DCFS staff.</p> <p>The DCFS Training Section, in collaboration with university partners, provide foundational training to newly hired Children's Social Workers (CSWs). This training model calls for a 52-week training program, featuring classroom instruction, virtual trainings, field experience and the use of latest technologies. The foundational training includes the use of simulation training. Each social worker is provided with the opportunity to participate in two simulation experiences during their foundational training. Simulations incorporate lessons learned from real DCFS cases and imitate real-life casework issues that CSWs experience during in-home visits; client and collateral interviews; safety and risk assessment; and the analysis of a family's progress towards achieving case plan goals. The simulation training is specifically focused on promoting and developing critical thinking, decision making, analysis and problem solving skills.</p> <p>This contract will provide a full continuum of training services and will include a training needs assessment to measure knowledge and skill in order to plan and deliver targeted workforce development services. It will also align workforce development services with the Department's implementation of the Family First Prevention Services Act and the Integrated Core Practice Model (ICPM). It will continue to supports the delivery of training for the CSW and SCSW Academies, Motivational Interviewing, Structure Decision Making (SDM), Trauma, LGBTQ, Child Interviewing, Self-Esteem and Haircare of Black Foster Youth Child and Adolescent Needs and Strengths (CANS), Father Engagement, Cultural Humility in Practice, and other priority trainings.</p> <p>It also supports the Title IV-E MSW program that funds a two-year stipend program. This allows qualified Title IV-E MSW candidates to receive up to \$26,000 for each academic term. The graduating MSW interns commit to a two-year work requirement to DCFS. It provides DCFS the opportunity to hire graduate interns for a two-year period and assists with sustaining a DCFS' workforce.</p> <p>The goal of the stipend program is to foster an environment in which DCFS staff and student interns have the necessary training and tools to be competent and successful in</p>

	<p>the field of Public Child Welfare. Further, the overall goal is increase the number of professional social work staff in DCFS to provide competent child welfare services to clients in the areas of assessment and intervention.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No          If Yes, please explain how:</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No          If Yes, please state which one(s) and explain how:</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:          Blanca Bonilla, Training Director, (213) 497-4198, <a href="mailto:bonilb@dcfs.lacounty.gov">bonilb@dcfs.lacounty.gov</a>           Aldo Marin, Board Liaison, (213) 371-6052, <a href="mailto:marina@dcfs.lacounty.gov">marina@dcfs.lacounty.gov</a></p>



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

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



BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

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

June 4, 2024

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

Dear Supervisors:

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

**SUBJECT**

The Department of Children and Family Services (DCFS) request your Board's approval to execute a contract with the Regents of the University of California, Los Angeles (UCLA) for the provision of services to administer and oversee the Training and Staff Development and Master of Social Work (MSW) Internship Program Services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to execute a contract, substantially similar to Attachment A, with UCLA for the provision of staff training and development services, and an MSW Internship Program. The term of the contract will be effective July 1, 2024, or date of execution, through June 30, 2025. The County shall have the sole option to extend the contract term for up to four additional one-year periods through June 30, 2029. The Maximum Contract Sum for the one-year term plus four additional one-year optional renewals of the Contract is \$76,411,035, financed using 75 percent Federal funds and 25 percent

*"To Enrich Lives Through Effective and Caring Service"*

2011 State Realignment/net County cost (NCC). Sufficient funding will be included in the Fiscal Year 2024-2025 Recommended Budget.

2. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Annual Contract Sum up to 10 percent if such an amendment is necessary to meet changes in service demands and the necessary funding is available in the budget. Approval from County Counsel will be obtained prior to executing such amendment, and the Director will notify the Board and the Chief Executive Office (CEO), in writing, within 10 business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contract to make changes to the scope of work or the terms and conditions to meet program needs, provided that: a) prior County Counsel approval is granted; and b) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within 10 business days after execution of such amendment.
4. Delegate authority to the Director of DCFS, or designee, to terminate the Training and Staff Development contract with UCLA for contractor default, provided that: a) County Counsel approval is obtained prior to such termination; and b) DCFS notifies the Board and the CEO, in writing, within 10 business days of terminating the contract.
5. Delegate authority to the Director of DCFS, or designee, to exercise the four one-year extension options with an additional six months beyond June 30, 2029, by written notice or amendment, if such additional time is necessary to complete the negotiation or solicitation of a new contract, provided that: a) cost of living adjustment is not included; b) sufficient funding is available for the extension; c) County Counsel approval is obtained prior to executing the extension; and d) DCFS notifies the Board and the CEO, in writing, within 10 business days of the written notification's execution.
6. Delegate authority to the Director of DCFS, or designee, to execute Title IV-E stipend agreements with individual student trainees enrolled in MSW degree programs. The cost of the education stipends is included in the Training and Staff Development contract with UCLA. The Title IV-E stipend agreements allow the student trainees to receive the education stipend on the condition that they agree to work for DCFS for a two-year period upon earning their degree.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The recommended actions will allow DCFS to continue to work in collaboration with UCLA's Department of Social Welfare/Luskin School of Public Affairs to provide

foundational training to newly hired Children's Social Workers (CSW). This training model calls for a 52-week training program, featuring classroom instruction, virtual trainings, field experience and the use of latest technologies. The foundational training also includes the use of simulation training. Each CSW is provided with the opportunity to participate in two simulation experiences during their foundational training. The simulation training incorporates lessons learned from real DCFS cases and imitate real-life casework issues that CSWs experience during in-home visits, client and collateral interviews and safety and risk assessments as well as the analysis of a family's progress towards achieving case plan goals. The simulation training is specifically focused on promoting and developing critical thinking, decision-making, analysis and problem solving skills.

### **Implementation of Los Angeles County's Strategic Plan Goals**

The recommended actions support North Star 1, Focus Area Goal B, Employment and Sustainable Waged, Strategy ii, Job Preparation and Strategy iii, Job Creation of the County Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The Maximum Contract Sum for the one-year term plus four additional one-year optional renewals of the contract is \$76,411,035. The maximum sum for the initial term of the contract is \$14,691,867; the contractor will match an additional \$2,926,471 in in-kind services for the initial term. The maximum sum of the first optional one-year term is \$14,918,443; the maximum sum of the second optional one-year term is \$15,253,416; the maximum sum of the third optional one-year term is \$15,588,038; and the maximum sum of the fourth optional one-year term is \$15,959,271. The contract is financed using 75 percent Federal funds and 25 percent 2011 State Realignment/NCC.

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

On April 1, 2014, DCFS began contracting with UCLA for its training and staff development needs. The center in Downtown Los Angeles supports the collaboration between DCFS and UCLA trainers as a centralized location and facilitates a coordinated partnership for the design, development and delivery of training for DCFS staff. UCLA subcontracts with local universities and other qualified training partners to assist in providing training and staff development services to DCFS. Services from UCLA are facilitated through a Request for Services process, whereby DCFS submits specific, detailed training requests for the design, development, delivery and evaluation of training. The DCFS University was established by DCFS to support staff development for over 8,900 DCFS staff with three training centers located in Downtown Los Angeles, Norwalk, and the Antelope Valley. The center in Downtown Los Angeles is funded through this contract and is a 28,000 square feet state-of-the-art facility that includes: seven large training rooms; four simulation labs (one outfitted with a viewing room); two computer

labs; a studio for the development of e-learning and other web-based technologies; a library for archived material; a sizable conference room with video conference capability; and a "huddle room" for smaller meetings.

### **CONTRACTING PROCESS**

The Department requested approval from the California Department of Social Services (CDSS) on November 8, 2023, for procurement of this contract by negotiation with a single entity and for a five-year contract term. CDSS approved the request on December 19, 2023.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) and Cost of Living Adjustment are not applicable to this contract.

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

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

### **IMPACT ON CURRENT SERVICES**

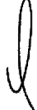
Approval of this contract will allow DCFS to continue to provide an array of training services that includes a training needs assessment to measure knowledge and skill in order to plan and deliver targeted workforce development services. It will also align workforce development services with the Department's strategic framework and the Integrated Core Practice Model. The contract also continues to support the delivery of the CSW and Supervising CSW academies, Structure Decision Making, Trauma, Lesbian, Gay, Bisexual, Transgender and Queer or Questioning, Child Interviewing, Identification of Physical and Sexual Abuse, Child and Adolescent Needs and Strengths, and other professional development trainings. Lastly, the contract also serves to educate and prepare MSW students who participate in the internship program for employment at DCFS upon graduation. It includes awarding MSW students with a two-year stipend program. This allows qualified Title IV-E MSW candidates to receive up to \$26,000 for each academic term.

### **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 attachment to the Department of Children and Family Services.

The Honorable Board of Supervisors  
June 4, 2024  
Page 5

Respectfully submitted,



BRANDON T. NICHOLS  
Director

BTN:JF:CMM:LTI  
SS:TN:ec

Enclosures

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
LOS ANGELES**

**FOR**

**TRAINING AND STAFF DEVELOPMENT AND MASTER OF  
SOCIAL WORK INTERNSHIP PROGRAM**



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### **STANDARD EXHIBITS**

<b>A</b>	Statement of Work and Attachments
<b>A-1</b>	Request Timeframes
<b>A-2</b>	Instructor Absence Report
<b>A-3</b>	Title IV-E Master of Social Work (MSW) Trainee Agreement
<b>A-4</b>	Stipend Program Reimbursement Structure
<b>A-5</b>	Invest LA Framework
<b>A-6</b>	DCFS Mission Statement
<b>A-7</b>	Information Security and Privacy Requirements
<b>B</b>	Line Item Budget
<b>B-1</b>	Line Item Budget Narrative
<b>C</b>	Contractor’s Proposed Schedule
<b>D</b>	County’s Administration
<b>E</b>	Contractor’s Administration
<b>F</b>	Contractor Acknowledgement and Confidentiality Agreement
<b>G</b>	Safely Surrendered Baby Law
<b>H</b>	Auditor-Controller Contract Accounting and Administration Handbook

### **UNIQUE EXHIBITS**

<b>I</b>	Charitable Contributions Certification
<b>J</b>	Information Security and Privacy Requirements

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
FOR  
TRAINING AND STAFF DEVELOPMENT AND MASTER OF  
SOCIAL WORK INTERNSHIP PROGRAM CONTRACT**

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

This Contract made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and The Regents of the University of California Los Angeles, hereinafter referred to as "Contractor".

**RECITALS**

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Training and Staff Development and Master of Social Work Internship Program services; and

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

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

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **Standard Exhibits:**

- A** Statement of Work and Attachments
- A-1** Request Timeframes
- A-2** Instructor Absence Report
- A-3** Title IV-E Master of Social Work (MSW) Trainee Agreement
- A-4** Stipend Program Reimbursement Structure
- A-5** Invest LA Framework
- A-6** DCFS Mission Statement
- B** Line Item Budget
- B-1** Line Item Budget Narrative
- C** Contractor's Proposed Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Auditor-Controller Contract Accounting and Administration Handbook

### **Unique Exhibits:**

- I** Charitable Contributions Certification
- J** Information Security and Privacy Requirements

This Contract and 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 (Amendments) and signed by both parties.

## **2.0 DEFINITIONS**

### **2.1 Standard Definitions**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as

used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Chief Executive Office or Chief Executive Officer:** The office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.1.3 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.4 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.5 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 County Workforce Development Director (CWDD):** The County representative responsible for daily management of contract operation monitoring and compliance of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.9 DCFS:** Department of Children and Family Services.
- 2.1.10 Department:** The County of Los Angeles Department of Children and Family Services, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of the Department of Children and Family Services or his authorized designee.
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 Maximum Contract Sum:** The maximum amount payable under this contract, including the sum of all annual maximum contract amounts, for services rendered during the entire contract term, if the initial contract period and all options to extend the contract are exercised
- 2.1.14 Participant:** A person who partakes of the services the Contractor is obligated to perform for County under this contract.

- 2.1.15 Program:** The work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.1.16 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.17 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.18 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

### **3.0 WORK**

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

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be for one year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend the Contract term for up to four additional one (1) year period extensions, if necessary to complete the solicitation of a new contract, for a maximum total Contract term of five years. Each such extension option may be exercised at the sole discretion of the Director, by written notice or amendment to the Contract.

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

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

### **5.0 CONTRACT SUM**

#### **5.1 Total Contract Sum**



**5.1.1** The Maximum Annual Contract Sum is for the initial contract term is \$14,691,867; \$14,918,443 for the first option year; \$15,253,416 for the second option year; \$15,588,038 for the third option year; and \$15,959,271 for the fourth option year. The Maximum Contract Sum for this Contract is \$76,411,035.

**5.1.2** County and Contractor agree that this is a cost reimbursement contract, not to exceed the amounts per contract term as cited in sub-paragraph 5.1.1. During the term of this Contract, COUNTY shall compensate Contractor, as specified in Attachment B, Line Item Budget for the services set forth in Exhibit A, Statement of Work, subject to budget reallocation in Section 5.5 - Invoices and Payments, sub-sections 5.5.5 and 5.5.6 of this Contract.

## **5.2 Written Approval for Reimbursement**

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

## **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification per Section 13.0 of the SOW to Department at the address herein provided in Exhibit D (County's Administration).

Contractor's budget, budget narrative, and organizational charts developed exclusively for the Training and Staff Development and MSW Internship Program, are attached and incorporated by reference as Attachment B, Line Item Budget, herein referred to as "Budget", and Attachment B-1, Line Item Budget Narrative, herein referred to as "Budget Narrative." The line items shall provide sufficient detail to determine the delivery of services and quantity of services to be delivered, and include Contractor's cost-share budget for the Contract. At the time of execution of this Contract, Contractor certifies that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget and Budget Narrative, or a material change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget and Budget Narrative to the CTD for approval.

Contractor has prepared and submitted to County a Budget segregating direct and indirect costs for the work to be performed by Contractor under this Contract. The line items shall provide sufficient detail to determine the delivery of services and

quantity of services to be delivered.

Contractor shall maintain cost centers for each category represented on the Budget.

Contractor shall submit a Budget, Budget Narrative, and organizational charts separated by Training and Staff Development Program and MSW Internship Program.

Contractor shall include categories for personnel by title and staff position, employee benefits, supplies and expenses, equipment, travel and indirect costs on the line item budget.

Contractor shall include the names, position title, and position description proposed in the Budget Narrative. (Attachment B-1).

Contractor shall inform County Workforce Development Director (CWDD) of any change to personnel in the Budget and Budget Narrative within thirty days.

Contractor shall ensure the Organizational Chart includes all personnel working under this Contract within 30 days of Contract execution.

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

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

#### **5.5 Invoices and Payments**

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

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

**5.5.3** During the initial Contract term 2024-25, Contractor must only invoice the County for the Administrative/Clerical Staff and Program Coordinator, Full Time Employee (FTE) salary percentage, based on the

total number of intern stipend allocations. Beginning 2025-26, the Contractor must only invoice the County for the Administrative/Clerical Staff and Program Coordinator, Full Time Employee (FTE) salary percentage, based on the total number of intern stipends filled as of August 15 of the previous academic year. The methodology for calculating the percentage is reflected on the Stipend Program Reimbursement Structure included in Exhibit A-4. FTE rate may change in subsequent years based on prior year's university recruitment outcomes.

#### **5.5.4** Match Requirement

**5.5.4.1** Pursuant to Title IV-E federal funding provisions, the Contractor shall provide in-kind match at a ratio of \$1 (25 percent) for every \$3 (75 percent) billed against the Contract Sum for services requiring a match that have been rendered under this Contract. For this cost-reimbursable contract, Contractor's in-kind match (including subcontractor's in-kind match) is cumulative and invoiced amounts will vary based on actual services performed during the billing period.

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

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

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

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

**5.5.4.4** Contractor shall document the required in-kind match provided under this Contract in a manner consistent with the requirements of 2 Code of Federal Regulations (CFR) 200, Uniform Administrative Requirements, Cost principles, and Audit requirements for Federal Awards, and submit reports based on the documentation maintained at County's request.

**5.5.4.5** Contractor shall require Sub-Contractors to submit monthly documentation of the cost of the in-kind match, and additional documentation as needed.

**5.5.5** Contractor shall be paid only for work performed as specified in the Contract and any amendments thereto.

- 5.5.6** Contractor, with prior written approval of County, may reallocate up to a maximum of ten percent of the maximum Contract Term amount between line item budget categories in the Budget.
- 5.5.7** Contractor shall submit the revised line item budget including budget narrative to the CWDD.
- 5.5.8** Contractor shall submit invoices in arrears for the previous month.
  - 5.5.8.1** Contractor shall submit all invoices within 45 days of the last day of the month in which the service was rendered.
  - 5.5.8.2** Any invoice submitted more than 45 days after the last day of the month in which the services were rendered shall constitute a "past due invoice" except to the extent such delays are on behalf of County.
  - 5.5.8.3** Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered to avoid payment delays except to the extent such delays are on behalf of County.

**5.5.8** The Contractor shall submit an electronic monthly invoice via email to the DCFS Accounting Services and to the County Workforce Development Director (CWDD), for review and approval. The electronic monthly invoice must be emailed by a representative of the Contractor, whose name is on the contract per Exhibit E and must come from an email designation that is company specific and not a more generic platform. Contractor must also provide acceptable designations to match approved representatives. Invoices received from a non-approved representative or non-contractor email will not be accepted.

Attention to: [Contractinvoices@dcs.lacounty.gov](mailto:Contractinvoices@dcs.lacounty.gov)

**5.5.9 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the internal written approval of the County Workforce Development Director (CWDD) prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

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

**5.6.8** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided

under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.6.9** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.10** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.11** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION**

### **6.1 County's Administration**

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

### **6.2 County's Workforce Development Director (CWDD)**

The role of the County's Workforce Development Director may include:

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Administration**

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

## **7.2 Contractor's Project Manager**

**7.2.7** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

**7.2.8** The Contractor's Project Manager is responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Workforce Development Director on a regular basis.

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

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

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

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

## **7.5 Background and Security Investigations**

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

**7.5.1** 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.

**7.5.2** These terms will also apply to subcontractors of County contractors.

**7.5.3** 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 inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**7.6.3** Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

**8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by the DCFS Director or designee.

**8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by DCFS Director or designee.

**8.1.3** The Director or designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.2 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by DCFS 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 Certification**

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

### **8.4 Budget Reductions**

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within sixty (60) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

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

#### **8.5.1 Complaint Procedures**

- Within (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to non-DCFS employee complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested



changes.

- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within (10) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County Workforce Development Director (CWDD) of the status of the investigation within (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County Workforce Development Director (CWDD) within (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

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

**8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, but only in proportion to and to the extent such claims, liabilities, losses costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees are caused by or result from the negligent or intentional acts of omissions by Contractor, its officers, employees, or agents.

## **8.7 Compliance with Civil Rights Laws**

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

**8.7.1** That Contractor has a written policy statement prohibiting discrimination

in all phases of employment.

**8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

**8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

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

### **8.8.2 Written Employee Jury Service Policy**

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its

“exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

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

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

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

To the extent legally able, subject to Contractor’s University of California Human Resources Policies and Collective Bargaining Agreements with local labor unions, 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. This is contingent upon County providing re-employment list to Contractor.

## **8.11 Consideration of Hiring GAIN/START Participants**

**8.11.1** To the extent legally able, subject to Contractor's University of California Human Resources Policies and Collective Bargaining Agreements with local labor unions, should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates. This is contingent upon County providing candidates list to Contractor.

**8.11.2** To the extent legally able, subject to Contractor's University of California Human Resources Policies and Collective Bargaining Agreements with local labor unions, in the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## **8.12 Former Foster Youth Consideration**

**8.12.1** Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall, to the extent it is legally able subject to Contractor's University of California Human Resources Policies and Collective Bargaining Agreements with local labor unions, give consideration (after County employees, and GAIN/START participants as described in Sections 8.11) for any such position(s) to qualified former foster youth.

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

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Emancipation Services Division  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunities and Contractor's Careers Website link at <https://www.ucla.edu/careers>.

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

## **8.13 Contractor Responsibility and Debarment**

### **8.13.1 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.

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

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

### **8.13.3 Non-responsible Contractor**

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

### **8.13.4 Contractor Hearing Board**

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

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

- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed

decision and recommendation of the Contractor Hearing Board.

#### **8.14 Data Encryption**

The Contractor shall comply with all of the security requirements outlined in the Information Security and Privacy Requirements Exhibit A-7.

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

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

#### **8.16 Contractor's Certification of Adherence to County's Child Support Compliance Program**

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

**8.16.2** 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).

#### **8.17 Child Abuse Prevention Reporting**

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

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

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

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

**8.17.2.3** The assurance that all employees of Contractor and Sub-Contractors understand that the safety of the child is always the first priority.

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

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

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

**8.19.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds only in proportion to and to the extent repairs and damages are caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

## **8.20 Employment Eligibility Verification**

**8.20.1** The Contractor certifies 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.

### **8.21 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.

### **8.22 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act .

### **8.23 Force Majeure**

**8.23.1** 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").

**8.23.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the

required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

**8.23.3** 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.

**8.24 Governing Law, Jurisdiction, and Venue**

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

**8.25 Permission for County To Use Materials, Software and Tools Created by Contractor**

To the extent legally permissible, Contractor shall grant to County a perpetual, irrevocable, non-exclusive, royalty-free license to all materials, reports, software, applications, systems and tools created by Contractor with Contract funds under this Contract. This license to be granted by Contractor shall include permission for County to create derivative works for governmental use and non-commercial purposes.

**8.26 Independent Contractor Status**

**8.26.1** 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.

**8.26.2** 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.

**8.26.3** 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.

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

## **8.27 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its trustees, officers, agents or employees (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), but only in proportion to and to the extent such liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), are caused by or result from the negligent or intentional acts or omission of Contractor, its trustees, officer, agents or employees.

**8.27.1** The County shall indemnify, defend and hold harmless the Contractor, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), but only in proportion to and to the extent such liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), are caused by or result from the negligent or intentional acts or omission of County, its trustees, officers, agents or employees.

## **8.28 General Provisions for all Insurance or Self Insurance Coverage**

**8.28.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense self-insurance coverage satisfying the requirements specified in Paragraphs 8.28 and 8.29 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.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than thirty (30) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any

time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be electronically and or mailed to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Eric Carlos, Contract Analyst  
510 Vermont Avenue, 14<sup>th</sup> Floor  
Los Angeles, CA 90020
- 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.

### **8.28.3 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County.

The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.28.4 Cancellation of or Changes in Insurance**

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

#### **8.28.5 Failure to Maintain Insurance**

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

#### **8.28.6 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County. Contractor is a self-insured governmental entity and is therefore, allowed to maintain a program of self-insurance to satisfy the requirements herein.

#### **8.28.7 Contractor's Insurance Must Be Primary**

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

#### **8.28.8 Waivers of Subrogation**

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

waiver.

#### **8.28.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.28.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.28.11 Claims Made Coverage**

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

#### **8.28.12 Application of Excess Liability Coverage**

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

#### **8.28.13 Separation of Insureds**

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

#### **8.28.14 Alternative Risk Financing Programs**

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

### 8.28.15 County Review 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.

## 8.29 Insurance Coverage

**8.29.1 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

**8.29.2 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.

**8.29.3 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.

### 8.29.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability**

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

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

### **8.30 Most Favored Public Entity**

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

### **8.31 Nondiscrimination and Affirmative Action**

**8.31.1** 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.

**8.31.2** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.



- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
  - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.31.3** 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.
- 8.31.4** 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.
- 8.31.5** 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.
- 8.31.6** To the extent legally able, the Contractor will allow County representatives access to the Contractor's employment records associated with Contractor's paid staff under this Contract during regular business hours to verify compliance with the provisions of this Paragraph 8.32 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.31.7** If the County finds that any provisions of this Paragraph 8.32 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor

has violated the anti-discrimination provisions of this Contract.

**8.31.8** 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.

### **8.32 Non Exclusivity**

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

### **8.33 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.

### **8.34 Notice of Disputes**

The Contractor must bring to the attention of the County's Workforce Development Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Workforce Development Director is not able to resolve the dispute, the Contractor will have the opportunity to meet with the Director or designee to resolve it.

### **8.35 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.

### **8.36 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

### **8.37 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days

prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.38 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.

### **8.39 Public Records Act**

**8.39.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.40 Publicity**

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial

advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Workforce Development Director.

- 8.40.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.41 (Publicity) will apply.

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

- 8.41.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.41.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.41.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.41.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar

liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.42 Recycled Bond Paper**

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

#### **8.43 Subcontracting**

**8.43.1** Contractor shall subcontract with the organizations listed in sub-section 5.5.4.2 and 5.5.4.3, and as requested through the Request for Training Services process.

**8.43.2** The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County, except as indicated in the approved line item budget, Attachment B. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.43.3** Contractor shall provide the following information promptly at County's request:

**8.43.3.1** A description of the work to be performed by the Sub-Contractor;

**8.43.3.2** A draft copy of the proposed subcontract;

**8.43.3.3** Other pertinent information, i.e. budget and budget narrative.

**8.43.4** Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.43.5** Change in Sub-contractor staff – Key personnel for Sub-contractors in this Contract shall be defined as: Sub-contractor Principal Investigator (Sub PI) Sub-contractor Trainers, and Sub-contractors', Directors, Program Coordinator, and Liaisons. Contractor shall not replace any Subcontractor's Key Personnel without County's prior approval.

**8.43.6** County's consent to subcontract shall not waive the County's right to prior and continuing approval of Sub-Contractors' Key Personnel providing services under this Contract. The Contractor is responsible to

notify its Sub-Contractors of this County right.

- 8.43.7** The CWDD is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractors' Key Personnel.
- 8.43.8** Key Personnel in this Contract are defined as: Principal Investigators (PI), Trainers, Directors, Program Coordinators and Liaisons.
- 8.43.9** Contractor shall obtain the following from each Sub-Contractor before any Sub-Contractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of CTD all the following documents:
  - 8.43.9.1** An executed Exhibit B, Attachment F, "Contractor Acknowledgment and Confidentiality Agreement", executed by each Sub-Contractor and each of Sub-Contractor's employees approved to perform work hereunder.
  - 8.43.9.2** Certificates of Insurance which establish that the Sub-Contractor maintains all the programs of insurance required by Section 8.29, Insurance Coverage Requirements, of this Contract, and
  - 8.43.9.3** The Tax Identification Number or DUNS of the subcontractors to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
- 8.43.10** Contractor shall provide CTD with copies of all executed subcontracts after CTD's approval.
- 8.43.11** No subcontract shall alter in any way any legal responsibility of Contractor to County. Contractor shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to ensure subcontractor work is performed in accordance with the subcontract, and coordinate and perform all work required hereunder.
- 8.43.12** Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 8.43.13** Contractor shall be solely liable and accountable for any and all payments and other compensation to all Sub-Contractor's engaged hereunder and their officers, employees and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any Sub-Contractors or their officers, employees and agents.

#### **8.44 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 8.16 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.47 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

#### **8.45 Termination for Convenience**

**8.45.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than sixty (60) after the notice is sent.

**8.45.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

**8.45.3** 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 8.42 (Record Retention and Inspection-Audit Settlement).

#### **8.46 Termination for Default**

**8.46.1** The County may, by thirty (30) days written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Workforce Development Director:

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

**8.46.2** 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 8.47.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.46.3** If, after the County has given notice of termination under the provisions of Paragraph 8.47 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.47 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.47.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.46 (Termination for Convenience).

**8.46.4** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.47 Termination for Improper Consideration**

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

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



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

#### **8.48 Termination for Insolvency**

**8.48.1** 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.

**8.48.2** The rights and remedies of the County provided in this Paragraph 8.49 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

#### **8.51 Use of Funds**

**8.51.1** Contractor shall use funds paid to and Expended by Contractor only for the Services detailed in this Contract and Statement of Work.

**8.51.2** By August 1 of each year, Contractor shall submit to County a cost

allocation plan, which provides for the reasonable allocation of Contractor's Expenditures for the then current fiscal year.

**8.51.3** Contractor's cost allocation plan shall be developed in accordance with the principles included in OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or any publication that supersedes these OMB circulars and the Department of Auditor-Controller Contract Accounting and Administration Handbooks.

**8.51.4** Contractor shall comply with the requirements of Uniform Guidance.

**8.51.5** Contractor shall expend contract payments only on Expenditures in providing the necessary Services, as specified in this Contract. The determination of reasonable and allowable Expenditures shall be in accordance with OMB - 2 CFR Chapter I, Chapter II, Part 200, et al or any publication that supersedes these OMB circulars; and any applicable California Department of Social Services, Manual of Policies and Procedures Section or Regulations, and; 45 CFR 74.27; and the Department of Auditor-Controller Contract Accounting Administration Handbooks Exhibit H.

**8.51.5.1** All uses of funds paid to and Expended by Contractor and other financial transactions related to Contractor's provision of Services under this Contract are subject to review or audit by DCFS, the County's Auditor-Controller or its designee, as set forth in Exhibits H. Contract is subject to audit exceptions, Contractor shall pay to County the full amount of Contractor's liability for such audit exceptions, as determined by The County (Auditor-Controller or DCFS) upon demand by County.

## **8.52 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.

## **8.53 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 8.54 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.54 Certification Against Contingent Fees**

**8.54.1** The Contractor certifies that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the

purpose of securing business.

- 8.54.2** For breach of this certification, 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.

**8.55 Certification 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](#).

**8.56 Termination for Breach of Certification to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.56 "Certification of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

**8.57 Time Off for Voting**

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

**8.58 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.

#### **8.59 Compliance with Fair Chance Employment Hiring Practices**

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

#### **8.60 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.

#### **8.61 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.

#### **8.62 Injury and Illness Prevention Program**

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

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

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

**9.1.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools

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

- 9.1.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County Workforce Development Director as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

## **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 I (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

## 10.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.22	Fair Labor Standards
Paragraph 8.23	Force Majeure
Paragraph 8.24	Governing Law, Jurisdiction, and Venue
Paragraph 8.27	Indemnification
Paragraph 8.28	General Provisions for all Insurance or Self Insurance Coverage
Paragraph 8.29	Insurance Coverage
Paragraph 8.37	Notices
Paragraph 8.41	Record Retention and Inspection-Audit Settlement
Paragraph 8.45	Termination for Convenience
Paragraph 8.46	Termination for Default
Paragraph 8.52	Validity
Paragraph 8.53	Waiver
Paragraph 8.61	Prohibition from Participation in Future Solicitation
Paragraph 9.1	Ownership of Materials, Software and Copyright
Paragraph 10.0	Survival

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

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 subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

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

Brandon T. Nichols, Director  
Department of Children  
and Family Services

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

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

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

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

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL  
Dawyn R. Harrison, County Counsel

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

David Beaudet, Senior Deputy County Counsel

**STANDARD EXHIBITS**

- A STATEMENT OF WORK AND ATTACHMENTS
  - A-1** Request Timeframes
  - A-2** Instructor Absence Report
  - A-3** Title IV-E Master of Social Work (MSW) Trainee Agreement
  - A-4** Integrated Core Practice Model
  - A-5** Invest LA Framework
  - A-6** DCFS Mission Statement
  - A-7** Information Security and Privacy Requirements
- B PRICING SCHEDULE
- B2 PERFORMANCE REQUIREMENTS SUMMARY
- B3 LINE ITEM BUDGET AND NARRATIVE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

**UNIQUE EXHIBITS**

- I CHARITABLE CONTRIBUTIONS CERTIFICATION
- J INFORMATION SECURITY AND PRIVACY REQUIREMENTS



***STATEMENT OF WORK AND ATTACHMENTS***

***Line Item Budget***

***Line Item Budget Narrative***

***CONTRACTOR'S PROPOSED SCHEDULE***

## COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

### County Workforce Development Director (CWDD):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### COUNTY'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### COUNTY'S PROJECT MONITOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: UC REGENTS OF CALIFORNIA, UNIVERSITY OF CALIFORNIA,  
LOS ANGELES

CONTRACT NO. Click or tap here to enter text.

### CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.  
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.  
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.  
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.  
Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Contractor Name: Click or tap here to enter text.Contract No Click or tap here to enter text.**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

DATE: Click or tap here to enter text.PRINTED NAME: Click or tap here to enter text.POSITION: Click or tap here to enter text.



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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

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

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

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

*The purpose of the handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations that contract with Los Angeles County.*

***Revision: June 2021***

## 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>	<u>Rent</u>
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 nonCOUNTY).

### 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	
Less:	Outstanding Checks		[1]
	#100		
	#101		
	#102	\$ (2,000.00)	
	Bank Posting Error (to be reversed next month)	\$ 1,000.00	
		\$ 500.00	
<b>Adjusted Bank Balance</b>		<u>\$ 500.00</u>	<u>\$ 36,900.00</u> [1]

<b>Balance Per Book</b>		\$ 36,950.00	
Less:	Bank Charges	\$ 40.00	
	Post Error	\$ 10.00	
		<u>\$ (50.00)</u>	[1]
<b>Adjusted Book Balance</b>		<u>\$ 36,900.00</u>	

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

**A-C Contract Accounting and Administration Handbook**

<b>Total</b>			<b>\$ 25.00</b>	<b>\$ 25.00</b>	<b>\$ 25.00</b>	
<b>Ending Petty Cash on Hand</b>					<b>\$</b>	<b>500.00</b>

\_\_\_\_\_  
Petty Cash Custodian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Petty Cash Log Reviewer Signature

\_\_\_\_\_  
Date

## CHARITABLE CONTRIBUTIONS CERTIFICATION

[Click or tap here to enter text.](#)

Company Name

[Click or tap here to enter text.](#)

Address

[Click or tap here to enter text.](#)

Internal Revenue Service Employer Identification Number

[Click or tap here to enter text.](#)

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 Bidder 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.

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

Date: [Click or tap here to enter text.](#)

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

# 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 will 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 must 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 must 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 must 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 must:

- 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 must 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 must 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 must 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 must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must 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 must 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 will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must 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 must 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 must 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 must 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 will also apply to all Subcontractors and third parties. The Contractor or third party will 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 will 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 must 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 must 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 must 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 must 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 must 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 must (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 must 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 must 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 must 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 must 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 must: (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 must 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 will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must 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 must 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 must 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 must 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 must:

- 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 must 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:**

Nadeem Ahmad  
 Departmental Information Security Officer  
 12440 E Imperial Hwy  
 Norwalk, CA 90650  
 (213) 394-8295  
[ahman@dcfs.lacounty.gov](mailto:ahman@dcfs.lacounty.gov)

- 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 must 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 will 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 will 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 must 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 must 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 must 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 must 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 must 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, will 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 must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must 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 will 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 must 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 will 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 must 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 must secure and maintain cyber liability insurance coverage with limits of at least \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must 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 will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**EXHIBIT A**

**TRAINING AND STAFF DEVELOPMENT  
AND  
MASTER OF SOCIAL WORK (MSW) INTERNSHIP PROGRAM CONTRACT**

**STATEMENT OF WORK**





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

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**EXHIBITS TO STATEMENT OF WORK**

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- Exhibit A-3 TITLE IV-E MASTER OF SOCIAL WORK (MSW) TRAINEE AGREEMENT
- Exhibit A-4 INTEGRATED CORE PRACTICE MODEL
- Exhibit A-5 INVEST LA FRAMEWORK
- Exhibit A-6 DCFS MISSION STATEMENT
- Exhibit A-7 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

## ***PART A - PREAMBLE***

### **1.0 PREAMBLE**

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

The COUNTY of Los Angeles' Mission is to establish superior services through inter-Departmental and cross-sector collaboration that measurably improves the quality of life for the people and communities of Los Angeles County. This philosophy 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: 1) Make Investments That Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today.

Improving the well-being of children/youth and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## ***PART B – PROJECT FOUNDATION***

### **2.0 INTRODUCTION**

The Department of Children and Family Services' (DCFS) mission is to promote child safety and well-being by partnering with communities to strengthen families, keeping children at home whenever possible, and connecting them with stable, loving homes in times of need.

2.1 The COUNTY has established the Department of Children and Family Services (DCFS) University in order to promote a comprehensive training and professional staff development program that builds, strengthens, and fosters all levels of leaders and staff in our workforce. This includes a Master of Social Work Internship Program designed to produce highly skilled professionals to improve the outcomes of children and families within our child welfare system. This program will equip leaders and staff with the knowledge, skills, attitudes and values necessary to effectively engage and work with the children and families served by the Department of Children and Family Services. The DCFS University is the institution that equips leaders and staff ~~and providers~~ with foundational skills necessary to carry

out Federal, State and County mandates relating to child protection, child abuse prevention, child welfare legislation, resource family placements, permanency and adoption.

- 2.2 This Contract supports the DCFS Investment area of Workforce Excellence which outlines that communities deserve a highly skilled, culturally competent, trained and supported workforce to improve outcomes: Identify Specific Training Needs;
  - a. Develop and Revise Training Tools, Materials and Curricula;
  - b. Coordinate and Deliver Training;
  - c. Conduct Research and Evaluation;
  - d. Consultation, Organizational Support and Support Systems Improvement;
  - e. Develop, Support and Maintain Training Databases; and
  - f. Contracting services
- 2.3 The deliverables in this Contract will ensure implementation of a comprehensive series of core child welfare practice trainings as mandated in Manual of Policies and Procedures (MPP) 14-000 et. al., and those submitted in a Request for Training Services.

### **3.0 COUNTY'S GENERAL RESPONSIBILITIES**

- 3.1 COUNTY will appoint a County Workforce Development Director (CWDD) and a DCFS Internship Program Director (DIPD) to oversee CONTRACTOR's compliance with the provisions of this contract.
- 3.2 The CWDD or designee will:
  - 3.2.1 Oversee the provision of ongoing training and development needs of those serving children and families receiving Title IV-E services including: DCFS staff, COUNTY staff, and others.
  - 3.2.2 Provide direction to the CONTRACTOR in the areas relating to COUNTY policy, information and procedural requirements.
- 3.3 The DIPD will oversee and manage the COUNTY's DCFS Internship Program.
- 3.4 The CWDD and DIPD are not authorized to change the Contract terms and conditions, and are not authorized to contractually obligate or bind the County in any way whatsoever beyond the terms and scope of this Contract.

#### **4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 4.1 CONTRACTOR shall designate the Principal Investigator (PI) or designee to be responsible for the management of Contract operations and overseeing the work to be performed by Contractor as defined in this Statement of Work.
- 4.2 The PI or designee shall be responsible for Contractor's overall activities as related to this Contract and shall coordinate with the CWDD on a regular basis.
- 4.3 CONTRACTOR shall develop and complete a workforce development needs assessment for the DCFS Internship Program and DCFS University Training. The assessment must be based on the competencies required to build the practice skill and performance of frontline workers, supervisors, managers, and support staff. The needs assessment to include the alignment and transition from intern to employee based on available data. The needs assessment will be conducted when requested by the COUNTY in a Request for Training Services to ensure curriculum and training supports address the identified needs. Results of the assessment will be provided to the CWDD and Training managers along with recommendations.
- 4.4 CONTRACTOR shall develop and/or revise training curricula, technical assistance tools, and transfer of learning tools. The curricula and tools will promote professional development for frontline workers, supervisors, managers, and support staff. The products and services developed will be guided by the Department's vision, mission and practice model.
- 4.5 CONTRACTOR shall provide administrative support to coordinate the logistics for training, technical support for training from remote platforms, and trainers with subject matter expertise.
- 4.6 CONTRACTOR shall deliver in-classroom and virtual training. Training will be coordinated and delivered for academy, mandated and on-going professional development.
- 4.7 CONTRACTOR shall conduct workforce development research and evaluation as requested by the COUNTY to promote national leadership in child welfare workforce development research and implementation to

practice. Evaluation shall be utilized to improve the quality of curriculum, delivery, training tools and resources. Evaluation will have the overall goal of improving the quality of practice. Research and evaluation efforts will be guided by the COUNTY and a Data-driven Decision Making Collaborative Committee process.

- 4.8 CONTRACTOR shall support organizational change and the implementation of best practice. In partnership with the COUNTY, the CONTRACTOR will engage in continuous quality improvement efforts to support systems change and support the COUNTY'S mission, vision, and practice model.
- 4.9 CONTRACTOR shall research best practices to share with the COUNTY for consideration for implementation. The recommendations will focus on re-imagining the training and DCFS Internship Program services provided to support positive outcomes for our children, youth, and families.
- 4.10 CONTRACTOR shall maintain a pool of qualified child welfare subject matter experts to develop and deliver training and provide consultation services. Topics will be based on the training needs assessment, RFTS, and current trends in child welfare practice. The CONTRACTOR shall maintain a database of qualified trainers to include at a minimum resume, areas of expertise, and critical child welfare topics.
- 4.11 CONTRACTOR shall inform the CWDD or designee within 24 hours, by email, of any issues that may prevent or hinder performance under this Contract as soon as CONTRACTOR becomes aware of the issue.
- 4.12 CONTRACTOR shall inform the CWDD and/or DIPD within three (3) business days when an employee is hired, change of duties and reassigned or terminated and are not covered under section 7.6.
- 4.13 CONTRACTOR shall consult and collaborate with the CWDD on any new and innovative practices and trainings.
- 4.14 The PI, or designee, is required to attend the following meetings:
  - a. DCFS Internship Program Partners' Meeting
  - b. Request for Training Services Meeting
  - c. Roles and Responsibilities Committee Meeting
  - d. Quarterly Meeting

- 4.15 CONTRACTOR shall ensure that all communication by the CONTRACTOR and subcontracts acknowledge only the CONTRACTOR name on contract documents, reports, evaluations, surveys, tracking systems, and websites and has been approved by the CWDD.

## 5.0 DEFINITIONS

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

- 5.1 **Approval to Proceed** – Shall mean, signatures of both the County Workforce Development Director (CWDD), or designee, and CONTRACTOR’S Principal Investigator (PI), or designee, in the final section of the Request for Training Services that initiates CONTRACTOR’S obligation to deliver the training components specified in the Request for Training Services.
- 5.2 **Board of Behavioral Science Examiners (BBSE) Training** – Shall mean, training that is specific for certification for Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT), and for licensed DCFS staff needing to satisfy new or continuing education licensing educational requirements to retain their licenses.
- 5.3 **Budget Report** – Shall mean, a report provided to the CWDD and DCFS Internship Training Director to indicate all contract expenditures to date and projected costs for planned trainings.
- 5.4 **Children’s Social Worker (CSW)** – Shall mean a DCFS staff that performs a wide variety of professional social casework or related child welfare service duties.
- 5.5 **Coaching** – Shall mean, an interactive process of observation and reflection, wherein a coach encourages self-observation, self-correction, and an ongoing refinement of a learners’ knowledge and skills.
- 5.6 **Common Core Curriculum** – Shall mean, a training utilizing the California Common Core Curricula, the standardized curricula for California’s newly hired child welfare workers.
- 5.7 **Continuing Education Unit Credits (CEUs)** – Shall mean, additional formal learning activities that assist the professional to maintain their clinical

license in their profession. Continuing education units are required for licensure by the California Board of Behavior Science (BBS) for LCSW and LMFT professionals.

- 5.8 **Continuing Services (CS)** - Shall mean, case management services provided to children and families who have come under the supervision of DCFS.
- 5.9 **Core Academy Writing Assessment** – Shall mean, a written test given to CSWs to measure writing proficiency in specific area.
- 5.10 **Corrective Action Plan (CAP)** – Shall mean, a written plan identifying corrective action to be taken, the time the problem was first identified, a clear description of the problem, and the time elapsed between identification and the proposed completion of the corrective action.
- 5.11 **Council of Social Work Education (CSWE)** – Shall mean, the national association representing social work education in the United States. CSWE's Commission on Accreditation is recognized by the Council for Higher Education Accreditation as the sole accrediting agency for social work education in the United States and its territories.
- 5.12 **County Workforce Development Director (CWDD)** – Shall mean, the program manager designated by COUNTY to manage operations under this Contract.
- 5.13 **CSW New Hire Academy** – Shall mean, foundational curriculum of Child Welfare and DCFS Policy and Practice inclusive of State's Common Core and DCFS Induction courses to all newly hired Children's Social Workers.
- 5.14 **Child Welfare Services/Case Management System (CWS/CMS)** – Shall mean, the Child Welfare Services and Case Management System data base; the California statewide tool that supports an effective Child Welfare System of services.
- 5.15 **Data-driven Decision Making Partnership Meeting** – Shall mean, a meeting to support practice improvement and transfer of learning efforts that align with the County's mission, vision, and ICPM.
- 5.16 **Days** – Shall mean calendar days unless specified as business days.
- 5.17 **DCFS Field/Practicum Instructor** – Shall mean, a DCFS staff person certified by one of the seven accredited social work programs in Los Angeles County to provide field instruction.



- 5.18 **DCFS Intern Field/Practicum Coordinators (IFC)** – Shall mean, DCFS staff persons who are assigned to the Education and Licensure section, hold the job title as, Supervising Children’s Social Worker (SCSW), and a LCSW license. The IFCs are dedicated to the oversight and supervision of the MSW or BSW interns assigned to DCFS for their required field practicum.
- 5.19 **DCFS Internship Program** – Shall mean, the departmental program under the Education and Licensure section that is responsible for the placement, oversight and training of the MSW and BSW interns assigned to DCFS for field practicum.
- 5.20 **DCFS Internship Program Director (DIPD)** – Shall mean, the program manager responsible for the oversight and management of DCFS’ Internship Program.
- 5.21 **DCFS Internship Program, Orientation and Training Seminars** – Shall mean, courses developed and sponsored by COUNTY for all DCFS MSW and BSW Interns.
- 5.22 **DCFS TITLE IV-E MSW Trainee Program** – Shall mean, the COUNTY’s established program intended to recruit second year MSW students for field placement with DCFS. The selected MSW interns are issued a stipend, prepared for public child welfare practice with DCFS, and upon their attainment of the MSW degree, the stipend recipients commit to employment with DCFS as Children’s Social Worker II.
- 5.23 **DCFS University** – Shall mean, the institution that equips leaders, staff and providers with foundational skills necessary to carry out federal, state and county mandates relating to child protection, child abuse prevention, child welfare legislation, resource family placements, permanency and adoption.
- 5.24 **Emergency Response** – Shall mean the response services component of DCFS that investigates allegations of in-home child abuse and determines the need if further intervention services are warranted.
- 5.25 **Evaluation** – Shall mean, the process by which the efficacy of training is measured in terms of the acquisition, integration, proficiency and retention of knowledge, skills, and abilities.
- 5.26 **Field/Practicum Instructor Certification Training** – Shall mean, the certification issued to a DCFS Field Instructor who has a MSW degree, two years of post-graduate field experience and completed the required field

instruction course offered by one of the seven Council on Social Work Education (CSWE) accredited social work programs in Los Angeles County.

- 5.27 **Intake Conference** – Shall mean, a meeting between the COUNTY and CONTRACTOR held prior to the submission of a Response to Request for Training Services, to clarify provisions in the Request for Training Services.
- 5.28 **Integrated Core Practice Model (ICPM)** – Shall mean, the shared values, core components, and standards of practice expected from those servicing California’s children, youth, and families. It sets out specific expectations for practice behaviors for staff in direct services as well as those who serve in in supervisory and leadership roles in child welfare, juvenile probation, and behavioral health as they work together in integrated teams to assure effective service delivery for California’s children, youth, and families. Additionally, the ICPM promotes a set of values, principles, and practices that is meant to be shared by all who seek to support children, youth, and families including tribal partners, education, other health and human services agencies, or community partners.
- 5.29 **Intern** – Shall mean, an MSW or BSW student enrolled in one of the Council on Social Work Education (CSWE) accredited social work programs in Los Angeles County. The MSW or BSW student is selected to complete the MSW or BSW required field placement with DCFS in order to attain the MSW or BSW degree.
- 5.30 **Intern Field/Practicum Education Handbook** – Shall mean, an instructional handbook developed by DCFS for Master of Social Work (MSW) and Bachelor of Social Work (BSW) students assigned for field placement with DCFS.
- 5.31 **Intern Field/Practicum Evaluation** - Shall mean, the educational tool that is completed by the DCFS Field Instructor to assess the intern’s learning, work performance, and skill building during the intern’s field placement with DCFS.
- 5.32 **Intern Field/Practicum Evaluation Meeting** – Shall mean, a meeting between the MSW or BSW intern, the agency field instructor, and the University Field Liaison, in order to assess the student’s educational progress in demonstrating achievement of the MSW or BSW program competencies.
- 5.33 **Implementation Conference** – Shall mean, a meeting between the COUNTY and CONTRACTOR to answer any questions the

CONTRACTOR or COUNTY may have prior to and after final approval of the Request for Training Services by the CWDD.

- 5.34 **Instructional Designer** – Shall mean, a CONTRACTOR's staff responsible for the development, design, and innovation of curriculum, training resources, and other multi-media trainings that ensures training delivery and transfer of learning effectiveness.
- 5.35 **Key Personnel** – Shall mean, a CONTRACTOR's staff inclusive of Principal Investigator (PI), Executive Director, University Workforce Development Director, Assistant University Workforce Development Director, Trainers, University Program Coordinator/University Practicum/Field Liaison, Liaison.
- 5.36 **Learning Management System (LMS)** – Shall mean, a web-based system that can deliver, track, and maintain records of training and learning.
- 5.37 **Level I Evaluation** – Shall mean, a tool used to solicit student or trainee feedback regarding a training experience.
- 5.38 **Level II Evaluation** – Shall mean, a specific activities conducted before, during and after a training or development experience in the form of a knowledge demonstration or test to measure changes in knowledge, skill, or attitude.
- 5.39 **Level III Evaluation** – Shall mean, a specific activities conducted post-training while the trainee is on the job to measure the transfer of knowledge to the application of skills and behaviors learned in training to the job.
- 5.40 **Licensed Clinical Social Worker (LCSW)** – Shall mean, a DCFS employee who has a Master in Social Work (MSW) degree and who has been licensed by the State of California to provide clinical social work services to clients.
- 5.41 **Licensed Marriage and Family Therapist (LMFT)** – Shall mean, a Children's Social Worker within DCFS who been licensed by the state of California to provide clinical services to clients.
- 5.42 **MSW Internship Program Partners' Meeting** – Shall mean, a bi-monthly meeting convened by DCFS to assess and evaluate the MSW Internship Program.
- 5.43 **MSW Internship Program Principal Investigator (PI) Meeting-** Shall mean, a quarterly meeting to address the MSW Internship Program.

- 5.44 **MSW Stipend Intern (Intern)** – Shall mean, a student enrolled in a MSW accredited institution, awarded a Title IV-E MSW Intern Stipend and placed to intern at the County agency’s DCFS Internship Program in preparation for employment as a Children’s Social Worker (CSW).
- 5.45 **New and Innovative Practices** – Shall mean, current trends in Child Welfare across the nation.
- 5.46 **Placement Agreement** – Shall mean, an agreement entered into between DCFS and CONTRACTOR and sub-contracted universities permitting the placement of MSW and BSW students as interns with DCFS.
- 5.47 **Preceptor** – Shall mean, the CSW who, in conjunction with the Field Instructor, shares cases with MSW/BSW interns to enable students to gain direct practice experience working with DCFS clients.
- 5.48 **Principal Investigator (PI)** – Shall mean, a CONTRACTOR’s staff responsible for the daily management of Contract operations and oversight of the work to be performed by the CONTRACTOR, its Subcontractors and Consultants, and for regular coordination with the CWDD.
- 5.49 **Pre and Post Intern Skill and Knowledge Assessment** – Shall mean, the measurement and analysis of relevant intern knowledge and skills at the beginning and end of the internship program, or specified internship activities.
- 5.50 **Process Recording Assignments** – shall mean, a tool used by the MSW or BSW intern, the field instructor and the university field faculty to examine the dynamics of a particular client interaction in time. It is a teaching device for learning and refining interview and intervention skills.
- 5.51 **Project Management System** – Shall mean, an electronic system capable of tracking projects, expenditures, and milestones under this CONTRACT.
- 5.52 **Quality Services Review (QSR)** – Shall mean, an in-depth case-based review of frontline practice, using a review of records, interviews, observations and deductions made from fact patterns gathered and interpreted by certified reviewers regarding children and families receiving services.
- 5.53 **Quality Improvement Plan** – Shall mean, a plan that defines what will be improved, how improvements will be made, how it will be tested for success, and what are the anticipated outcomes and evidence of success.

- 5.54 **Quarterly Meeting** – Shall mean, a meeting four times per year to address contractual issues and deliverables under this CONTRACT.
- 5.55 **Request for Training Services (RFTS)** – Shall mean, a written request from the COUNTY to CONTRACTOR to provide one or more training and development service components as defined in this Statement of Work.
- 5.56 **Request for Training Services Meeting** - Shall mean, a meeting to provide status updates on all pending Request for Services and their progress towards completion.
- 5.57 **Response to Request for Training Services** – Shall mean, a CONTRACTOR’S written response to the COUNTY’S Request for Training Services.
- 5.58 **Request for Training Services Log** – Shall mean, the documentation provided to the CWDD or designee of the current submitted Request for Training Services and approved Responses, proposed estimated and actual training costs, and training resource capacity.
- 5.59 **Roles and Responsibilities Committee** – Shall mean, a committee that includes the COUNTY and CONTRACTOR that meets regularly to address day-to-day operational issues pertinent to the deliverables under this contract.
- 5.60 **Staff Performance and Observation Evaluation Instrument** – Shall mean, an instrument to complete an assessment of classroom performance of trainers under this contract.
- 5.61 **The County Learning Management System (County LMS)** – Shall mean, the Learning Management System utilized by all COUNTY departments to track, deliver and maintain records relevant to learning.
- 5.62 **Title IV-E** – Shall mean, a Title 42, Chapter 7, Subchapter IV, Part E of the Social Security Act (42 U.S.C. 670, et. seq.) that sets forth standards for federal payments for foster care and adoption assistance including funding for the administration of staff development and training for those serving eligible children and families.
- 5.63 **Title IV-E MSW Intern Agreement** – Shall mean, the document that specifies the terms and conditions of an MSW Stipend Intern’s obligation to work as a social worker for the COUNTY through employment with DCFS.

- 5.64 **Title IV-E MSW Intern** – Shall mean, the student enrolled in a MSW accredited social work program and who has been awarded the Title IV-E MSW Intern stipend.
- 5.65 **Training Delivery** – Shall mean, the learning materials and methods used to transmit knowledge and develop skills and abilities required to achieve a specified learning outcome within a specified timeframe
- 5.66 **Training Delivery Modality** – Shall mean, the method in which training is delivered.
- 5.67 **Training Needs Assessment** – Shall mean, a training needs assessment that measures competencies that build practice skill and performance of frontline workers, supervisors, managers, and support staff. It also evaluates the effectiveness of curriculum and training supports.
- 5.68 **Training Requirements** – Shall mean, the number of hours that Children’s Social Workers (CSW) and Supervising Children’s Social Workers (SCSW) must complete following completion of their respective Core Academy Workforce Development requirements.
- 5.69 **University Program Coordinator/Field/Practicum Liaison** – Shall mean, a CONTRACTOR’s and subcontractor’s staff responsible for the oversight and coordination of the interns placed with DCFS for field placement.
- 5.70 **University Field/Practicum Education Manual** - Shall mean, a manual that provides a complete description of the MSW or BSW University fieldwork program for the MSW or BSW students and agency field instructors.
- 5.71 **University Internship Program Field/Practicum Education Manual** – Shall mean, an instructional booklet that includes information regarding the intern, agency and university academic goals, objectives, policies, roles, fieldwork expectations, evaluation, and guidelines for the field placement experience.
- 5.72 **University Learning Agreement** – Shall mean a binding document that is completed by the MSW or BSW intern placed with DCFS that outlines the actions and activities the learner will complete in order to achieve academic success. The Learning Agreement is reviewed and approved by the field instructor and the university.
- 5.73 **University Workforce Development Director (UWDD)** – Shall mean, a CONTRACTOR’s staff responsible for developing and providing a

comprehensive array of professional development opportunities that align with the Department's workforce needs. The Director will oversee all trainers under this contract, subcontracts, and consultant agreements. The Director will also manage the development of an annual training plan guided by current child welfare, workforce development, and professional development trends and best practices as well as a needs assessment. Will implement an evaluation strategy that ensures transfer of learning to training recipients.

- 5.74 **Workforce Development Assessment and Accountability Committee Meeting** – Shall mean, a forum to review and discuss the status, evaluation, outcomes and quality of ongoing or completed training and development services; discuss future training needs; and address other pertinent issues relative to training and development.
- 5.75 **Workforce Development Service** – Shall mean, services requested through the Request for Training Services process.

## ***PART C—SCOPE OF WORK***

### **6.0 DAYS AND HOURS OF OPERATION**

- 6.1 Hours of operation shall be Monday through Friday, from 8:00 A.M. until 5:00 P.M.
- 6.1.1 CONTRACTOR shall provide reception area and phone coverage at the Los Angeles training site during hours of operation.
- 6.1.2 CONTRACTOR shall provide support as needed at other training locations as requested by CWDD.
- 6.2 CONTRACTOR is not required to work on the following COUNTY- observed and University of California-observed holidays\*:
- New Year's Day
  - New Year's Eve (weekday)\*
  - Martin Luther King's Birthday (Third Monday in January)
  - Presidents Day (Third Monday in February)
  - Cesar Chavez Day (Fourth Monday in March) (\*Fourth Friday in March)

- Memorial Day, (Last Monday in May)
- Juneteenth (weekday)\*
- Independence Day
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Eve (weekday)\*
- Christmas Day

## **7.0 CONTRACTOR'S STAFFING**

7.1 CONTRACTOR shall designate a Principal Investigator (PI) responsible for management of Contract operations and oversight of the work to be performed under this Contract by CONTRACTOR.

7.2 CONTRACTOR shall employ a University Workforce Development Director (UWDD) with a Master's degree in the areas of Social Work, Public Administration, Business Administration or related field is required. UWDD will be responsible for developing and providing a comprehensive array of professional development opportunities that align with the Department's workforce needs and oversee all trainers under this contract and subcontracts. Will also manage the development of an annual training plan guided by current child welfare, workforce development, and professional development trends and best practices as well as a needs assessment. The UWDD will collaborate with the Evaluation Director on an evaluation strategy that addresses transfer of learning for training recipients including interns.

7.2.1 The UWDD should have experience in the following:

- Public child welfare;
- Familiarity with federal and state laws affecting child welfare practice in California;
- Workforce development;
- Managing large scale contracts;



- Developing public child welfare curriculum that supports the transfer of learning and delivery of educational courses that support workforce and professional development within large-scale child welfare systems;
- Project management, including task delegation, monitoring, and quality assurance;
- Management and supervision, including staff hiring, development, and, accountability; and
- Relational skills and ability to ensure a shared vision for the DCFS University.

7.3 CONTRACTOR shall hire a University Workforce Development Assistant Director with a Master’s degree in the areas of Social Work, Public Administration, Business Administration or related field. The Assistant Director will report directly to the UWDD. Will assist the UWDD in overseeing the development and providing a comprehensive array of professional development opportunities that align with the Department’s workforce needs and oversee all trainers under this contract and subcontracts. Will also manage the development of an annual training plan guided by current child welfare, workforce development, and professional development trends and best practices as well as a needs assessment. Also, collaborate with the Evaluation Director on an evaluation strategy that addresses transfer of learning for training recipients including interns.

7.3.1 The Assistant Director should have experience in the following:

- Public child welfare;
- Familiarity with federal and state laws affecting child welfare practice in California;
- Workforce development;
- Managing large scale contracts;
- Developing public child welfare curriculum that supports the transfer of learning and delivery of educational courses that support workforce and professional development within large-scale child welfare systems;
- Project management, including task delegation, monitoring, and quality assurance;
- Management and supervision, including staff hiring, development, and accountability; and
- Relational skills and ability to ensure a shared vision for the DCFS University.

- 7.4 CONTRACTOR shall employ an Instructional Designer with a Master's degree in Instructional Design or related field who will collaborate with COUNTY and subject matter experts to deliver exceptional training programs using best practices and principles of instructional design to fulfill training requests. Serves as primary lead for delivery and execution. Role suited for a highly competent professional skilled at creating content and developing it into exciting and engaging learning programs. The Instructional Designer will be responsible to gather, review and analyze course evaluations to determine effectiveness of training sessions. Will also make recommendations and implement approved revisions to course materials as necessary to improve training effectiveness.
- 7.5 CONTRACTOR shall, within thirty (30) days of Contract execution, designate a University Program Coordinator/Field/Practicum Liaison.
- 7.6 CONTRACTOR shall obtain approval on selection and prior approval to hire or replace Key Personnel within this contract or subcontracts.
- 7.7 CONTRACTOR shall submit organizational charts developed exclusively for the training and stipend programs to the CWDD within 15 days of any personnel change and per revised Budget and Budget Narrative.

## **8.0 MEETINGS**

- 8.1 Data-driven Decision Making Partnership Meeting
  - 8.1.1 CONTRACTOR in partnership with the CWDD will engage in a Data-driven Decision Making process. Purpose of the meeting will be to support practice improvement and transfer of learning efforts and to align with the County's mission, vision, and ICPM. The frequency and attendees will be determined by COUNTY.
  - 8.1.2 CONTRACTOR shall support, assist, and collaborate with the COUNTY in a Data-driven Decision Making process that promotes best practice.
  - 8.1.3 CONTRACTOR shall use Data-driven Decision Making to develop workforce development recommendations to the CWDD on training enhancements, opportunities, technical assistance, and consultation services to support practice change, skill development and transfer of learning. CONTRACTOR shall also research best practices to share with the COUNTY for consideration on implementation.

- 8.1.4 Evaluation and practice improvement will focus on re-imagining the training services provided to support positive outcomes for children, youth, families and the community.
- 8.2 Workforce Development Assessment and Accountability Committee Meeting
  - 8.2.1 CONTRACTOR shall establish a meeting to discuss the status and quality of ongoing or completed training and development services and the DCFS Internship Program.
  - 8.2.2 CONTRACTOR shall make recommendations regarding future training needs and the needs of the DCFS Internship Program.
  - 8.2.3 CONTRACTOR shall make recommendations regarding cross-training opportunities with other COUNTY departments and service providers to better coordinate service delivery.
  - 8.2.4 CONTRACTOR shall make recommendations and provide a written summary of findings of trends, feedback, results, and pertinent issues relative to training and development and the DCFS Internship Program.
  - 8.2.5 CONTRACTOR shall utilize evaluation data in a continuous Quality Improvement Plan process to enhance the delivery of current and future trainings.
  - 8.2.6 The frequency and attendees will be determined by COUNTY.
- 8.3 Request for Training Services Meeting
  - 8.3.1 CONTRACTOR shall establish a meeting to provide status updates on all pending Request for Services and their progress towards completion.
  - 8.3.2 The frequency and attendees will be determined by COUNTY.
  - 8.3.3 CONTRACTOR shall create and submit via email a Request for Training Services Log template to the CWDD or designee for review and approval within 30 days of the contract execution. The log shall capture the estimated training costs, actual costs, and training resource capacity.

8.3.4 CONTRACTOR shall make recommendations for future training needs.

8.3.5 CONTRACTOR shall make recommendations for cross-training opportunities with other COUNTY Departments and service providers to better coordinate service delivery.

#### 8.4 Roles and Responsibilities Committee Meeting

8.4.1 The committee will be a forum to address operational, staffing and administrative issues.

8.4.2 The frequency and attendees will be determined by COUNTY.

8.4.3 CONTRACTOR shall designate one or more staff members of CONTRACTOR'S management team to participate.

8.4.4 CONTRACTOR shall be prepared to discuss and make recommendations about strategies for the following:

- a. Staffing needs or issues
- b. Service delivery Sites
- c. Staffing communication strategies
- d. Cost estimates and final costs of training deliverables
- e. Annual UCLA Budget Training Projection Report, upon request by CWDD
- f. Solutions to operational need
- g. Monthly invoices and supporting documentation.

#### 8.5 Quarterly Meeting

8.5.1 CONTRACTOR shall be required to establish a Quarterly Meeting within 90 days of the execution of the contract.

8.6.1.1 CWDD will determine the frequency.

8.5.2 The attendees will be mutually determined by COUNTY and CONTRACTOR.

8.5.3 CONTRACTOR shall provide via email an up to date Request for Training Services Log documentation to the CWDD or designee of the cost estimates and final costs of training deliverables and training resource capacity in advance of the meeting.

8.5.4 CONTRACTOR shall be prepared to discuss the following at the Quarterly Meeting:

- a. Content of the Quarterly Report
- b. Request for Training Services Log and proposed future training costs
- c. Cost estimates and final costs of training deliverables. CONTRACTOR shall create and submit a Request for Training Services Log template to the CWDD or designee for review and approval. The log shall capture the estimated training costs, actual costs, and training resource capacity.
- d. Monthly Invoices and supporting documentation
- e. Line item budget with budget narrative
- f. Status of contract
- g. Future training needs and needs of the DCFS Training Program

## 8.6 MSW Internship Program Meeting

- 8.6.1 CONTRACTOR shall co-facilitate a bi-monthly MSW Internship Program Partners' Meeting with all subcontracted University Partners. CONTRACTOR and university subcontractor's Program Coordinators Field/Practicum Liaisons will attend the University Partner's meetings and participate with DIPD in the review and progress of the DCFS Internship Program. The university subcontractors and DCFS shall meet in order to collaboratively enhance the Internship Program.
- 8.6.2 CONTRACTOR shall attend the Education and Licensure Section University PI Quarterly Meeting and co-chair with the DIPD. The PIs from the subcontracted universities will participate in this meeting in order to review and evaluate the DCFS Internship Program to address any concerns, mitigate emerging challenges and to improve the program.

## 9.0 TECHNOLOGY

- 9.1 CONTRACTOR shall record attendance in the County Learning Management System (LMS), to ensure that innovative technologies are utilized to enhance training and staff development, including, but not limited to the development of asynchronous and synchronous web-based training, assessment, and evaluation, as requested by COUNTY.
- 9.2 CONTRACTOR shall test all e-Learnings under this Contract to ensure compatibility and functionality on the County LMS system following standard COUNTY protocols and procedures.
- 9.3 CONTRACTOR shall review all e-Learning content for grammar, accuracy, and child welfare policy and procedures.
- 9.4 CONTRACTOR shall ensure that technical assistance and support are provided to manage, configure, and troubleshoot CONTRACTOR'S technical hardware and software.
- 9.5 Project Management System
  - 9.5.1 CONTRACTOR shall provide an electronic project management system to cover all training projects supported by this contract within DCFS University up to 6 months of the execution of contract for the review and approval of the CWDD.
  - 9.5.2 The Project Management System shall include:
    - a. UCLA Budget Training Projections Report
    - b. RFTS Log Calendar of projects
    - c. Project Staff
    - d. Project milestones that include due dates and utilize email alerts to the CWDD or designee
    - e. A sorting function to organize projects into multiple levels with subtasks
    - f. Capability to send assignments, tasks, alerts, questions, attachments and reports via email to both CONTRACTOR and COUNTY staff
    - g. Capacity to attach documents with version control
    - h. A dashboard summary to view the status of all projects and timelines
  - 9.5.3 CONTRACTOR shall inform the COUNTY within 48 hours of any revisions to the Project Management System.

9.5.4 The Request for Services Log, may be replaced by a report generated from this system with written approval by the CWDD.

## **10.0 TRAINER PERFORMANCE AND OBSERVATION EVALUATION INSTRUMENT**

- 10.1 CONTRACTOR shall complete the development of the Trainer Performance and Observation Evaluation Instrument within 30 days of the execution of the contract for review and approval by the CWDD to provide an assessment of training performance of all trainers paid under the Contract.
- 10.2 CONTRACTOR shall complete the instrument no less than on a semi-annual basis on all trainers providing ongoing service under this Contract; and submit it via email to the CWDD within 48 hours of completion
- 10.3 All new trainers and consultants must be observed by the UWDD within the first two training sessions and a completed Trainer Performance and Observation Evaluation Instrument shall be submitted via email to the CWDD within 48 hours of completion.
- 10.4 The completed assessment instrument shall be reviewed by CONTRACTOR and the CWDD as requested by the CWDD.
- 10.5 CONTRACTOR shall utilize the "Training Observation" instrument to identify performance needs of trainers and consultants and develop an improvement plan.
- 10.6 CONTRACTOR shall report on performance improvement progress in the next quarterly report.

## **11.0 TRAVEL**

- 11.1 CONTRACTOR and COUNTY shall collaborate on an annual conference travel plan which will serve as pre-approved travel within 30 days from the execution of the Agreement. CONTRACTOR shall obtain approval requesting to travel that is beyond the annual conference travel plan from the CWDD prior to travel under this Contract not including mileage. CONTRACTOR shall maintain supporting documentation that includes how the event benefits the training program, cost, and details of where staff is traveling. Travel reimbursement will be allowed at the sole discretion of the County if CONTRACTOR submits required documentation. County is

not obligated to pay for any travel beyond county-approved reimbursement rates, nor travel that was not pre-approved. CONTRACTOR reserves the reasonable right not to travel if travel generates undue expenses due to inconsistencies between COUNTY, CONTRACTOR, or General Services Administration (GSA) travel policies.

- 11.2 COUNTY reserves the right to deny all travel when travel restrictions are issued by the County, State or Federal Government.

## **12.0 DATA COLLECTION**

- 12.1 CONTRACTOR shall develop and maintain electronic reporting systems to include reporting of course completion, evaluation, staff demographics, and outcomes set forth in this CONTRACT, as data allows, and must be reviewed and approved by the CWDD or designee. All data collection shall be in accordance with COUNTY information security and privacy policies, procedures and standards.

- 12.2 The system(s) shall include:

- a. Calendar of courses which includes course titles, dates, times, location, modality (virtual or in-person), trainers, and support staff.
- b. Training Room availability
- c. Training registration, sign-in/attendance and completion;
- d. Self-reported DCFS Staff and MSW Stipend Intern demographics;
- e. Training evaluation of staff and MSW and BSW interns.

- 12.3 CONTRACTOR shall provide a data tracking system where DCFS staff is able to view an individual learner's status of assigned courses as determined by COUNTY. Supervisors and managers shall be able to view the progression of subordinate staff.

- 12.4 CONTRACTOR shall provide reports within two (2) to ten (10) business days upon receipt of information necessary to complete the report and written request by CWDD that can be filtered by office, bureau, academy, employee, item, or other filters identified by CWDD.

- 12.5 CONTRACTOR shall provide COUNTY with a pre-publication draft of any reports or presentations based on or utilizing the data it receives from the COUNTY under this contract no later than 90 days before publication so that COUNTY may review the reports, offer edits, and express concerns regarding the content to CONTRACTOR prior to the publication of the report or presentation.



12.6 CONTRACTOR shall collaborate with COUNTY to resolve any concerns raised during the review. Should COUNTY disagree with any part of the report, COUNTY's disagreement must be included in the final published report, preferably located in the Executive Summary of the report.

## **13.0 REPORTS**

### **13.1 Data Reports**

13.1.1 CONTRACTOR shall track completion of any state mandated trainings for DCFS staff including state mandated e-Learnings and Field Placement Activities and generate reports as requested by DCFS.

13.1.2 CONTRACTOR shall report training completion of all DCFS Courses as requested by CWDD and generate reports as requested by DCFS.

13.1.3 CONTRACTOR shall provide a data tracking system where DCFS staff is able to view the progression of their certification or that of their subordinate staff.

13.1.4 All electronic training compliance reports shall be downloadable to Excel.

### **13.2 Monthly Report**

13.2.1 CONTRACTOR shall provide a written monthly report of the final cost estimates of any approved and completed training on a Request for Services Log to include the Training title, number of participants, number of sessions, date of sessions, venues, County LMS entry, and estimated cost for each Training title electronically to the CWDD and shared at each Roles and Responsibilities Committee meeting.

13.2.2 CONTRACTOR shall provide documentation to the CWDD of the current budget and proposed estimated training costs by the 15th day of every month.

### **13.3 Quarterly Report**

13.3.1 CONTRACTOR shall submit a written report to the CWDD within 30 days of the end of each quarter, which shall include at a minimum, the following information.

13.3.2 Each training and development service conducted, including but not limited to: number of offerings, locations, target audience, number of attendees, evaluation outcomes, training impact, learning acquisition, quality, and recommendations.

13.3.3 CONTRACTOR shall provide cost estimates and final costs for training deliverables as part of the Quarterly Report.

#### 13.4 Annual Report

13.4.1 CONTRACTOR shall collaborate with CWDD in the development of an annual report that includes the following information:

- a. All training delivery identified by CWDD
- b. Workforce development highlights
- c. Training outcomes
- d. Evaluation findings
- e. Recommendations

13.4.2 CONTRACTOR shall develop an annual report.

13.4.3 CONTRACTOR shall submit a draft annual report to the CWDD for approval within four months of the end of each calendar year.

13.4.4 The distribution of the report will be determined by the CWDD.

### **14.0 CORRECTIVE ACTION PLAN**

14.1 CWDD or DIPD will notify CONTRACTOR in writing of any event or issue of non-compliance associated with the provision of services required under this Contract.

14.2 CONTRACTOR shall respond in writing within six business days of receipt of a written notice of non-compliance with the terms of the contract.

14.3 CONTRACTOR's response shall include an explanation of the problem, and a Corrective Action Plan (CAP) for each issue of non-compliance.

14.4 CONTRACTOR shall implement the CAP after approval by the CWDD or DIPD.

### **15.0 WORKFORCE DEVELOPMENT SERVICES**

15.1 Workforce development services requested through the Request for Training Services process may include, but not be limited to:

- a. Adoption Training
- b. Assistant Regional Administrator Leadership Training
- c. Board of Behavioral Science Examiners Licensure Training
- d. California Integrated Practice:
  - 1. Collaboration and Integrated Practice
  - 2. Family and Youth Engagement and Advocacy
  - 3. Child and Family Teaming
  - 4. Sharing Leadership with Families
  - 5. Youth Theory of Change
  - 6. Trauma-informed Practice, Services, and Systems
  - 7. Family Systems and Attachment Theory
  - 8. Cultural Responsiveness and Social Justice
  - 9. Motivational Interviewing
  - 10. Sharing Data, Health Insurance Portability and Accountability Act of 1996 (HIPAA), Privacy, and Consent
  - 11. Documentation in a Cross-System Environment
- e. Child Protection Hotline Training
- f. CSW New Hire Academy inclusive of the State's Common Core Curricula and DCFS Induction courses.
- g. Clerical Support Training
- h. Commercially Sexually Exploited Children
- i. Continuum of Care Reform
- j. Integrated Core Practice Model
- k. Coaching
- l. County Partner Training
- m. Current and New Computer Application Training
- n. Curriculum Records
- o. Emergency Response (ER) Foundational Investigations Training
- p. Emergency Response Ongoing and Advanced Practices Training
- q. Emergency Response Command Post
- r. Eliminating Racial Disproportionality and Disparity
- s. Evaluation Services

- t. Human Services Aide Training
- u. Implicit Bias Training
- v. Learning Organization Group (LOG) Conference
- w. Invest LA Conference
- x. Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) Training
- y. Management and Executive Leadership Training
- z. Motivational Interviewing
- aa. Multi Departmental Cross Level and Cross System-Training
- bb. Public Health Nursing Training
- cc. Private Providers/Community Partners Training
- dd. Resource Family Approval Training
- ee. Staff Safety Training
- ff. Supervisory Children's Social Worker (SCSW) Core Training
- gg. SCSW Ongoing and Advanced Practices Training
- hh. Support Staff Development Training
- ii. Supportive Training
- jj. Training for Trainers
- kk. Training for DCFS Internship Program
- ll. Transcripts Records
- mm. Additional Courses as requested by COUNTY

15.2 CONTRACTOR shall develop, implement and oversee the delivery of the 8-hour Field Instructor Certified training as required by Counsel of Social Work Education (CSWE).

## **16.0 REQUEST FOR TRAINING SERVICES**

16.1 The Request for Training Services is the mechanism utilized by the COUNTY to describe the training service(s) being requested of the CONTRACTOR.

16.2 CONTRACTOR shall provide and support cross-departmental training to other county departments as requested and approved by DCFS.

16.3 To request training services, CWDD will approve the electronic Request for Training. An email notifying the PI or designee will be sent with all pertinent information for Contractor review and response.

16.4 Request for Training Services will:

16.4.1 Specify a date for an Intake Conference or specify a deadline for CONTRACTOR to request an Intake Conference.

16.4.2 Identify the initial specific learning objectives and outcomes desired with an understanding that additional learning outcomes may be identified by DCFS or the CONTRACTOR as outlined in the Request for Training Services.

16.4.3 Identify which training and development service components are requested and identify specific individual(s) for hire with an understanding that additional learning objectives outcomes may be identified by DCFS or the CONTRACTOR as outlined in Request for Training Services.

16.4.4 Identify a target audience for the relevant training and development service component(s), if known.

16.4.5 Specify a date, time, and email address for CONTRACTOR'S Response to Request for Training Services.

16.5 Intake Conference

CONTRACTOR or CWDD may request an intake conference for the purpose of clarifying provisions in the Request for Training Services within 6 business days of receipt and prior to the submission of the response to the Request for Training Services. CONTRACTOR will coordinate the intake conference. CONTRACTOR shall participate in an intake conference when requested by the COUNTY.

## **17.0 RESPONSE TO REQUEST FOR TRAINING SERVICES**

The response to Request for Training Services is completed and signed electronically by PI or designee.

17.1 Response to Request for Training Services

CONTRACTOR shall complete the Response to Request for Training Services electronically to CWDD meeting all requirements as set forth in the Request for Training Services.

CONTRACTOR shall provide COUNTY a Response to the Request for Training Services Response containing the following:

17.1.1 The qualification of each person that CONTRACTOR or subcontractor proposes to provide any training and development service component; the proposed timeline for each training and development services component.

17.1.2 Proposed training venue(s) and training delivery modalities.

17.1.3 The levels of cost per training offering for each training and development service component, including all estimated fixed and variable components and actual subcontract training costs.

17.1.4 Timeline for completion and delivery of training in the Request for Training Services within the timeframes provided in the request as stipulated in Exhibit A-1.

17.1.5 The Director of DCFS, and the Deputy Director over DCFS training, or Designee, reserve the right to request expedited services on an emergent basis and Contractor will respond within two business days.

## 17.2 Approval to Proceed

Approval signatures of both the CWDD, or their designee, and CONTRACTOR'S Authorized Official in the final section of the Response to the Request for Training Services will indicate an Approval to Proceed.

17.2.1 The approval of the Request for Training Services and the Response for Request for Training, authorizes CONTRACTOR to commence work on the training and development service component(s) and triggers CONTRACTOR'S obligation to deliver said components.

17.2.2 CONTRACTOR shall provide only the training and development service components as specified in the County approved Request for Training Services.

17.2.3 CONTRACTOR shall provide a written report of the final actual costs of any approved and completed training on a Request for Training Services Log by the 15th of each month.

## 17.3 Implementation Conference

CONTRACTOR may request an Implementation Conference for the purpose of clarifying provisions in the Request for Training Services.

17.3.1 CONTRACTOR shall participate in an Implementation Conference when requested by the COUNTY.

## **18.0 AMENDMENT OR RENEWAL OF TRAINING SERVICES REQUESTS**

### **18.1 Amend Training Services Requests**

To amend training services, CWDD or designee will revise the Request for Training Services via the electronic amendment process. CWDD will specify changes including but not limited to, i.e. changes to target audience, learning objectives, requested trainer, and/or training timeline.

18.1.1 The Amended Request for Training Services will be sent electronically to CONTRACTOR's authorized official. CONTRACTOR must confirm receipt with six (6) business days.

## **19.0 REGISTRATION AND ATTENDANCE**

19.1 CONTRACTOR shall identify in collaboration with the CWDD staff to attend and complete LMS training as provided by COUNTY.

19.2 CONTRACTOR shall complete and submit new course request via the electronic course submission database to DCFS for course creation in LMS.

19.3 CONTRACTOR shall gather and track registration and attendance data for all non-DCFS and non-County employees by hard copy or electronic copy.

19.4 CONTRACTOR shall provide registration, attendance, and on-site support for all DCFS trainings as requested by CWDD received from the COUNTY.

19.5 CONTRACTOR shall ensure all attendees are registered with building security.

19.6 CONTRACTOR shall record attendance in LMS within ten business days of receiving the training attendance sheets from COUNTY staff, for all attendees.

19.7 CONTRACTOR shall manage sign-in sheets which includes printing, managing, storing, and providing a completed copy to trainer(s) upon request.

- 19.8 CONTRACTOR shall verify that participants of Board of Behavioral Science Examiners training credit is provided to those who are eligible and have completed BBSE training.
- 19.9 CONTRACTOR shall provide a non-COUNTY LMS system for delivering and recording training delivery to external stakeholders.
- 19.10 In the event CONTRACTOR changes their LMS system, all data needs to be securely transferred to the new system.
- 19.11 The CONTRACTOR LMS system must collect similar demographic information as the COUNTY LMS system.

## **20.0 TRAINING SITES**

- 20.1 CONTRACTOR shall provide additional training locations when existing training sites are at capacity for all training and development services in order to fulfill services as designated in the Requests for Training Services.
- 20.2 CONTRACTOR shall provide office space and parking at the primary Department of Children and Family Services University (DCFS University) site for all training and support staff as designated by the CWDD. This office space shall have the capacity to provide space for 20 DCFS trainers, administrative and support staff, as well as the capacity for expansions of up to 10 percent. The Parties shall amend the Contract in accordance with the Contract terms if the expansion results in a change in the Contract Sum or a budget reallocation.
  - 20.2.1 Newly hired CSW trainees will receive daily parking validations as requested by CWDD.
  - 20.2.2 As requested by CWDD, CONTRACTOR will provide daily parking validations for guests and staff as needed.
  - 20.2.3 CONTRACTOR shall, as requested by the CWDD, allow food and beverages in training rooms, with the exception of the computer labs, and at trainings where trainees are utilizing technology at DCFS University Los Angeles and other training sites as allowable.
- 20.3 CONTRACTOR shall provide support at the Downtown Training Center. Other sites such as Norwalk Training Center, Antelope Valley Training Center, and other training locations as requested and agreed upon by CWDD and CONTRACTOR during RFT Intake Conference.



## **21.0 TRAINERS AND PRESENTERS**

- 21.1 CONTRACTOR'S personnel involved in any workforce development training delivery and services is subject to the approval of the CWDD.
- 21.2 CONTRACTOR shall be responsible for securing and maintaining personnel or subcontract personnel who meet the specified requirements as outlined in the Request for Training Services. This shall include relevant experience and expertise required to provide training and development service.
- 21.3 CONTRACTOR shall provide a written description and supporting documentation in the Response to the Request for Training Services verifying that the personnel or subcontract personnel meet minimum requirements.
- 21.4 CONTRACTOR trainers will attend and complete an orientation or e-Learning that includes but is not limited to knowledge of the Department of Children and Family Services structure, Integrated Core Practice Model, awareness of equity, diversity and inclusion, child well-being outcomes, and confidentiality.
- 21.5 CONTRACTOR shall secure subject matter practitioners, experts, practice leaders, and presenters on a variety of professional practice topics, as well as experienced faculty from local universities.
- 21.6 CONTRACTOR shall provide continuing education unit credits (CEUs) to DCFS staff under this contract in accordance with Board of Behavioral Science Examiners (BBSE) requirements as a Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT).
- 21.7 CONTRACTOR shall provide a substitute trainer or presenter in the absence of a scheduled CONTRACTOR trainer or presenter on an emergent basis in the event of an absence.
- 21.8 CONTRACTOR shall have one to two identified trainers available to provide scheduled training in the absence of a trainer.
- 21.9 CONTRACTOR shall adhere to applicable dress and personal appearance standards set for CONTRACTOR's employees for the services performed under this Contract. CONTRACTOR staff members should wear clothes that are appropriate for their work place and environment. CONTRACTOR-assigned trainers are expected to dress in a professional manner. For

CONTRACTOR-assigned trainers, shorts, very short skirts, tank/crop tops or muscle tee-shirts, sweatpants, baggies, stretch leggings, and similar non-business casual clothes, and flip-flops are not appropriate.

## **22.0 CURRICULUM**

- 22.1 CONTRACTOR shall develop curriculum utilizing subject matter experts based on requested topics from DCFS.
- 22.2 CONTRACTOR shall utilize all DCFS approved templates in the development of curriculum and follow the curriculum development process.
- 22.3 CONTRACTOR shall review all developed eLearning storyboards and curriculum for grammar, policies, and resources.
- 22.4 CONTRACTOR shall update all curriculum as defined by the curriculum process.
- 22.5 CONTRACTOR shall review all curriculum for BBS credits prior to the training contingent that curriculum is final a minimum of two weeks.
- 22.6 CONTRACTOR shall remediate all curriculum as needed and maintain all versions of content.
- 22.7 CONTRACTOR shall create and maintain a repository of all final training and development materials, presenter identification and credentials, attendance and evaluation materials related to this contract, within 30 days of the execution of this contract.
  - 22.7.1 All material shall be cataloged by date and year, course title, course number, offering number.
- 22.8 CONTRACTOR shall maintain a hard copy of all signed documents and a digital copy of all materials either for a period of five years after the expiration of the term of this Contract or for a period of three years from the County's final payment under this Contract, whichever date is later.
- 22.9 CONTRACTOR shall provide all hard copies of documents to DCFS at the termination of this contract.
- 22.10 Training and development materials shall include any: learning objectives, course outlines and agendas, content, Power Point presentations, trainers' notes and directions, activities to achieve learning objectives, and trainee handouts.

22.11 Training and development materials shall be sent electronically to the CWDD or designee when requested and in the timeline identified by the CWDD or designee.

### **23.0 CORE ACADEMY WRITING ASSESSMENT**

23.1 CONTRACTOR shall develop a writing assessment process specific to the duties of a CSW and administer to CSW Academy participants.

23.2 CONTRACTOR shall develop reporting of writing assessment results appropriate for stakeholders, including workers, trainers, supervisors, and managers. A completion date will be determined in collaboration with CWDD.

23.3 CONTRACTOR shall complete the writing assessments and provide reporting at the individual and aggregate levels.

23.4 CONTRACTOR shall provide remedial instruction to DCFS CSW trainees when assessment results fall below a benchmark to be determined by CONTRACTOR and COUNTY.

23.5 CONTRACTOR shall develop remedial writing instruction for DCFS CSW trainees whose assessment results fall below a benchmark to be determined by CONTRACTOR and COUNTY. A completion date will be determined in collaboration with CWDD.

### **24.0 TRAINEE EVALUATION**

24.1 CONTRACTOR shall develop and implement DCFS approved Level I, II and III instruments as defined in the Request for Training Services within 60 days of Contract execution. Level III evaluations is pursuant to COUNTY providing County data i.e. HR, COUNTY LMS, Child Welfare case management data, to CONTRACTOR at intervals that fulfill County data reports.

24.2 CONTRACTOR shall inform the CWDD of additional research projects that examine how training and staff development activities contribute to organizational and systems level changes over time.

24.3 CONTRACTOR shall provide to the CWDD or designee evidence-based research or evaluation reports, within 30 days of the completion of projects as identified by CWDD in the RFTS process as required in Section 16.0 of this Statement of Work.

- 24.4 CONTRACTOR shall provide an evaluation process tailored to the curriculum and provide specific, research-based input to increase the effectiveness of the training delivered when it does not meet the performance measures in Part B, C and D.
- 24.5 CONTRACTOR shall provide qualitative and quantitative evaluations and evidence-based research reports that support the County's Workforce Development efforts.
- 24.6 CONTRACTOR shall administer training needs assessments as requested in the Request for Training Services and submit report with findings and recommendations as requested by COUNTY.
- 24.7 CONTRACTOR shall participate in collaboration with the COUNTY in its efforts with the State-designated training entity in the COUNTY's implementation of their part of a state-wide evaluation plan that includes data collection and analysis.
- 24.8 CONTRACTOR shall develop and implement a COUNTY-approved evaluation plan, including pre- and post-testing, to provide information on DCFS Internship Program effectiveness and project implementation as required via the Request for Training Services process.
- 24.9 CONTRACTOR shall evaluate the degree of learning by the interns, and the materials used in the DCFS Internship Program.
- 24.10 CONTRACTOR shall meet with COUNTY quarterly to discuss the DCFS Internship Program regarding issues or concerns; and to report on interns' progress.

## ***PART D – MASTER OF SOCIAL WORK (MSW) INTERNSHIP PROGRAM***

### **25.0 MSW INTERNSHIP PROGRAM**

COUNTY has established an MSW Internship Program with the intent to prepare and support Title IV-E MSW stipend graduates to work for COUNTY's, Department of Children and Family Services (DCFS). The internship program is a Title IV-E Social Work Training Program designed to recruit and prepare MSW students for public child welfare practice and to increase COUNTY's employee pool of professionally trained social workers. The Title IV-E MSW program includes a stipend as an incentive to ensure the Title IV-E MSW student awardees commit to employment with COUNTY upon graduation from their accredited MSW programs. The Title IV-E MSW stipend student commits to work for the COUNTY for a period

of time equal to the period of time financial assistance is granted.

#### 25.1 MSW Internship Program

25.1.1 CONTRACTOR shall ensure Title IV-E MSW stipend students are identified for their field practicum at COUNTY's DCFS agency, in accordance with CSWE and the University Field Education Manual.

25.1.2 CONTRACTOR shall submit the current University Field Education Manual within 30 days of the start of the university academic year.

25.1.3 CONTRACTOR shall ensure participating universities enact and maintain current Affiliated Placement Agreements with COUNTY, for placement of MSW and BSW student interns.

25.1.4 CONTRACTOR shall develop, implement, update and deliver the DCFS Field Instructor (FI) Certified Training Program up to four times a year.

25.1.5 CONTRACTOR shall obtain the DIDP approval of the training plan for the DCFS FI Certified Training Program.

25.1.6 CONTRACTOR shall develop an evaluation, provide results and recommendations for the FI training.

#### 25.2 TITLE IV-E MSW Intern Agreement

25.2.1 CONTRACTOR shall review the terms and conditions of the Title IV-E MSW Intern Agreement (Exhibit A3) with the interns.

25.2.2 CONTRACTOR shall ensure the interns understand the obligations outlined in the Title IV-E Agreement, including the work commitment to the County of Los Angeles, Department of Children and Family Services upon graduation and receipt of the MSW degree.

25.2.3 CONTRACTOR shall conduct a thorough review of each Title IV-E MSW Intern Agreement submitted by the subcontracted universities to ensure the agreements are completed correctly.

25.2.4 CONTRACTOR shall ensure each subcontracted university signs the Title IV-E MSW Intern Agreement with stipend recipients.

- 25.2.5 CONTRACTOR shall ensure all required attachments, including verification of a current California Driver License and Automobile Insurance, are included and accurate.
- 25.2.6 CONTRACTOR shall ensure interns maintain and submit current proof of insurance and a California Driver's License, throughout the intern's participation in the internship.
- 25.2.7 CONTRACTOR shall submit to the DIPD the finalized Title IV-E MSW Intern Agreement, by the first day of intern orientation or within (10) ten business days from the receipt of the finalized Agreement.
- 25.2.8 CONTRACTOR shall issue stipend awards to sub-contracted universities and provide a copy of the signed Title IV-E MSW Intern Agreement to stipend awardees upon signature by the DCFS Director or Designee.
- 25.2.9 CONTRACTOR shall monitor and track the Title IV-E MSW interns' internship assignment with DCFS and assist to remediate any issue or concern that may arise concerning the interns.
- 25.2.10 CONTRACTOR shall assist interns with the employment application process with COUNTY.
- 25.2.11 CONTRACTOR shall verify stipend intern has applied for employment with DCFS within five (5) business days of obtaining verification of their MSW degree.
- 25.2.12 CONTRACTOR shall follow-up with the stipend intern to support the process of applying to the COUNTY.
- 25.2.13 CONTRACTOR shall follow-up with the intern if the intern fails to reasonably apply for employment with DCFS, fails to accept the offer of employment with DCFS, or fails to fulfill the year-for-year work commitment with DCFS, as outlined on the Title IV-E MSW Intern Agreement.
- 25.2.14 CONTRACTOR shall make a good-faith effort to verify and/or obtain intern's current contact information, including permanent address, mobile phone number, email address, etc, within one month post graduation and submit to COUNTY.

### 25.3 Recruitment and Selection of Title IV-E MSW Stipend Candidates

25.3.1 CONTRACTOR shall conduct recruitment activities, to fill and match the stipend allocation by COUNTY.

- a. Recruitment activities shall include, but not limited to, four informational sessions throughout the academic year, website postings and e-mail announcements.

25.3.2 CONTRACTOR shall ensure that all unencumbered stipends are redistributed among the participating Universities that identify additional interns at the request and approval of the DIPD.

25.3.3 CONTRACTOR shall actively recruit in consultation with DCFS Intern Field Coordinators DCFS Field Instructors for each intern field placement assignment with COUNTY.

25.3.4 CONTRACTOR shall recruit Title IV-E MSW Intern candidates.

25.3.5 CONTRACTOR shall provide COUNTY with the names; current and permanent addresses; mobile phone numbers and e-mail addresses of the Title IV-E stipend candidates selected to interview with DCFS for the DCFS practicum assignment.

#### 25.4 University Program Coordinator (PC)/Practicum/Field Liaison(s)

CONTRACTOR's University Program Coordinator/Practicum/Field Liaison(s) responsibilities shall include, but not limited to:

25.4.1 CONTRACTOR shall ensure the PC promote the COUNTY's DCFS Title IV-E MSW Internship Stipend Program at university campuses in order to recruit viable MSW candidates using various modalities, including but not limited to, in-person and virtual sessions.

25.4.2 CONTRACTOR shall ensure the PC support and participate in the planning of the DCFS Internship Orientation, Seminar and In-Service training.

25.4.3 CONTRACTOR shall ensure the PC participate in the DCFS Internship Program Intern Orientation and Seminar training; Intern In-Service training; Field Instructor training; and Field Instructors' Enhancement training deliverables.

25.4.4 CONTRACTOR shall ensure the PC actively lead activities during the DCFS Internship Orientation, including but not limited to, a morning ice-breaker or other interactive activities as agreed upon by COUNTY, during the planning process.

- 25.4.5 CONTRACTOR shall ensure the PC meet regularly, as necessary, but no less than four times each academic year, with DCFS Intern Field Coordinator (IFC) to monitor and assess the progress of the interns at their field placement assignments and to evaluate intern's ongoing suitability for employment with DCFS.
- 25.4.6 CONTRACTOR shall ensure the PC teach an Integrative social work class on the university campus that integrates theoretical practice concepts and curriculum with the realities of working in a public child welfare agency, such as; identifying learning opportunities for interns to employ best practice principles and to improve organizational systems. Interns shall be provided a course on how to successfully navigate a public child welfare agency to provide optimal services as a Children's Social Work (CSW) practitioner and to achieve optimal outcomes for DCFS clients.
- 25.4.7 CONTRACTOR shall ensure the PC provide the COUNTY with current syllabus for the integrative social work class.
- a. CONTRACTOR shall ensure the curriculum is reflective of the competencies necessary to work with communities, families and children, including prevention, permanency and reducing recurrence of maltreatment as a DCFS Children's Social Worker in Los Angeles County.
- 25.4.8 CONTRACTOR shall ensure the PC conducts preliminary Title IV-E MSW candidate selections, identifying strong candidates for the DCFS Title IV-E MSW Intern program.
- 25.4.9 CONTRACTOR shall ensure the PC monitor interns' progress in COUNTY's DCFS Internship Program, and provide support, advisement and to promptly mitigate any DCFS Title IV-E MSW intern performance or behavior issue identified by the intern's Practicum Instructor or DCFS' Intern Field/Practicum Coordinator.
- 25.4.10 CONTRACTOR shall ensure the PC participate with DCFS Field/Practicum Instructor and Intern Field/Practicum Coordinator in the development of a remediation contractual plan when Intern's behavior or work performance falls below acceptable DCFS standards and expectations.

## 25.5 Intern Practicum/Field Placement



- 25.5.1 CONTRACTOR shall provide DCFS Field/Practicum Instructors with a University MSW Field Education Manual within (30) thirty business days from the start of the academic year.
- 25.5.2 CONTRACTOR shall include in the University MSW Field/Practicum Education Manual information regarding the intern, the agency and university's academic goals, objectives, policies, roles, fieldwork/practicum expectations, evaluation, and guidelines for the field/practicum placement experience.
- 25.5.3 CONTRACTOR shall provide COUNTY's DIPD with a report containing the name of each Title IV-E MSW Interns who successfully completed the field education course requirements and who is expected to graduate with an MSW degree. Said report shall include the date of intern's graduation; permanent/current address, and an alternate email address; the report shall also include intern's mobile telephone number, prior to the end of the academic year.
- 25.5.4 CONTRACTOR, shall notify COUNTY's DIPD, in writing with the names of interns who did not complete the MSW coursework and whom will not graduate within the timeframe stipulated on the Title IV-E MSW Intern Agreement (Exhibit A3).
- 25.5.5 CONTRACTOR shall follow-up with interns until such time as the interns completes their DCFS Internship Program, meet all DCFS' Internship requirements, and ensure interns turn in their DCFS ID badges and DCFS issued security access cards timely.

25.6 Title IV-E MSW Student Intern's Professional Trajectory Survey

25.6.1 CONTRACTOR, shall design, develop and implement a survey and process in collaboration with DIPD, by which to capture the trajectory of stipend recipients through two years employment with COUNTY upon available data.

25.6.2 CONTRACTOR shall conduct surveys:

- Upon acceptance to the MSW program.
- Upon successful completion of the first year of the MSW Program.
- Upon successful completion MSW program.

- Following participation in the DCFS Orientation and Seminar Training.
- Upon completion of two years employment with COUNTY upon available data.

**PART E – PERFORMANCE REQUIREMENTS SUMMARY**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>DELIVERABLE</b>	<b>MONITORING METHOD</b>	<b>REMEDIES FOR NON-COMPLIANCE</b>
SOW Sub Section 8.0	Attendance at all mandatory meetings	Review of sign in sheets	Corrective Action Plan
SOW Sub Section 12.1	Development and maintenance of electronic reporting system	Review of electronic reporting system.	Corrective Action Plan
SOW Sub Section 17.0	Provision of training and development service components outlined in the Response to Request for Training Services	Observation and Review	Corrective Action Plan
SOW Section 21.0	Procurement and maintenance of personnel and subcontracted personnel who meet the specified requirements as outlined in the Request for Training Services; including relevant experience and expertise	Observation and Review	Corrective Action Plan
SOW Sub Section 25.4.3	Timely submission of the Title IV-E MSW Trainee Agreements to DCFS Internship Program Director	Receipt of Title IV-E MSW Trainee Agreements	Corrective Action Plan