



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

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May 21, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44 May 21, 2024

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

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE A SOLE SOURCE CONTRACT WITH
HAPPY TRAILS FOR KIDS FOR CAMBERSHIP PROGRAM
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to execute a sole source contract with Happy Trails for Kids (HTK) for the Campership Program.

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 HTK for Campership Program effective July 1, 2024 through August 31, 2024, with the option to extend for an additional 6 months. The total Maximum Contract Sum is \$270,000, financed by 74 percent Foster Parent Recruitment, Retention and Support/Flexible Family Supports and 26 percent net County cost.
2. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contract to extend the term, and change terms and conditions, to the Statement of Work and any of its Exhibits, if necessary, to accommodate unanticipated changes in service needs and to increase or decrease the contract amount not to exceed 15 percent of the Contract Sum, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) Director of DCFS, or designee, notifies the Board and the Chief Executive Office (CEO), in writing, within ten (10) business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to terminate the contract for convenience or default by written notice of amendment, provided that: a) County Counsel approval is obtained; and b) the Director of DCFS notifies the Board and CEO, in writing, within ten business days of

execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DCFS Campership Program provides a fun and educational summer camp experience to eligible children, ages 6 through 17, under DCFS supervision. Campership participation will assist children with experiencing personal growth, developing resiliency and confidence, building friendships and social connections, staying physically active, and learning the values of leadership. Camp sessions may also be offered at different times of the year.

The sole source contract will ensure the participation of up to 360 DCFS supervised children during the 2024 summer camp. The sole source contract will allow reimbursement to HTK to serve children during the summer. The two month contract period includes an option to extend for an additional six months, as a Request for Statement of Qualifications for the Campership Program is under development to identify qualified camp vendors.

The HTK has continuously demonstrated and expanded their camp program built around the understanding of and sensitivity to the comprehensive needs of children who have experienced child welfare involvement. The HTK camp program is specifically designed to encourage and support DCFS supervised children and to provide a safe, exciting and beneficial camp experience.

Implementation of Strategic Plan Goals

The recommended services support the County's Strategic Plan Goal No. 1, Make Investments That Transform Lives; Focus Area Goal D, Support Vulnerable Populations; Strategy i. Prevention: Provide child welfare prevention supports (a continuum of primary, secondary, and tertiary) and youth development related programming and services, for at-risk, justice-involved, and transitional aged children, youth, families, and communities at all stages of the sequential intercept model and child welfare continuum of care model, and Strategy ii. Child Safety and Family Well-Being: Invest in efforts and supports that promote child safety, protection and family well-being using the child welfare continuum of care model, while building out the County's Systems of Care.

FISCAL IMPACT/FINANCING

The term of the contract will be effective July 1, 2024 through August 31, 2024. The Maximum Contract Amount is \$270,000, financed by 74 percent Foster Parent Recruitment, Retention, and Support/Flexible Family Supports and 26 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DCFS Campership Program provides a fun and educational summer camp experience to eligible children, ages 6 through 17, under DCFS supervision.

The HTK program has been providing specialized camp services that meet the unique needs of DCFS supervised children for over 15 years. HTK is an established campership program designed specifically to serve DCFS supervised children, including both children in foster care and at home with parents. HTK is the only current camp vendor able to serve up to 360 children in one summer.

The HTK program model is built upon the tenets of youth leadership and the importance of lived experience. The majority of the HTK camp counselors are young adults with unique lived experience

in the foster care system, and HTK prioritizes hiring youth as junior counselors who previously attended the HTK camp sessions. The junior counselor experience assists DCFS youth to further develop and promote leadership and social competence skills.

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

The Contract (Attachment A) has been approved as to form by County Counsel, and the Sole Source Checklist, (Attachment B), has been approved by CEO.

CONTRACTING PROCESS

On February 22, 2024, DCFS sent a Notice of Intent (Attachment C), in compliance with County of Los Angeles Code 5.100 (Sole Source Contracting Policy) to your Board that it intended to negotiate this Sole Source contract with HTK. This vendor is uniquely qualified to comprehensively provide services to DCFS supervised children and youth.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If the recommended actions are not approved, the County will not be able to provide campership services for children under the supervision of DCFS.

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS

Director

BTN:JF:CMMLTI:CP:sk:tc

Enclosures

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



**CONTRACT BY
AND BETWEEN**

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

AND

HAPPY TRAILS FOR KIDS

FOR

CAMPERSHIP PROGRAM

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

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STANDARD EXHIBITS

- A** Statement of Work and Technical Exhibits
- B** Pricing Sheet (Not Attached to Contract)
- C** Line-Item Budget and Budget Narrative (Not Attached to Contract)
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgment and Confidentiality Agreement
 - F2** Contractor Employee Acknowledgment and Confidentiality Agreement
 - F3** Contractor Non-Employee Acknowledgment 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 Requirement

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
HAPPY TRAILS FOR KIDS
FOR
CAMPERSHIP PROGRAM**

This Contract (“Contract”) made and entered into on the date executed below, by and between the County of Los Angeles, hereinafter referred to as “County” and Happy Trails for Kids, hereinafter referred to as “Contractor”. [Click or tap here to enter text.](#) is located at [Click or tap here to enter text.](#)

RECITALS

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

WHEREAS, the County may contract with private businesses for Campership Program services when certain requirements are met; and

WHEREAS, the County has determined that the services to be provided under this Contract are necessary to provides a fun and educational camp experience to eligible children, ages 6 through 17, under DCFS supervision and promote positive health, safety, permanency, and well-being for youth residing in the County of Los Angeles; and

WHEREAS, the Contractor is a public governmental entity or non-profit social service organization founded for religious, charitable or social welfare purposes and is tax exempt under 501(c)(3) of the Internal Revenue Code, and provides Campership Program services; and

WHEREAS, the 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 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:

Exhibit A	Statement of Work and Technical Exhibits
Exhibit B	Pricing Sheet (Not attached to Contract)
Exhibit C	Line-Item Budget and Budget Narrative (Not attached to Contract)
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor-Controller Contract Accounting and Administration Handbook

Unique Exhibits:

Exhibit I	Charitable Contributions Certification
Exhibit J	Information Security and Privacy Requirements

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

2 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 as governing body.

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

- 2.1.3 Contract:** Means an 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 Program Director/Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 County:** Means the County of Los Angeles and includes the Department of Children and Family Services.
- 2.1.7 County Information:** All Data and Information belonging to the County.
- 2.1.8 County's Program Manager:** The County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.1.9 Data:** A subset of Information comprised of qualitative or quantitative values.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 DCFS:** The County's Department of Children and Family Services.
- 2.1.12 Director:** Director of the Department of Children and Family Services or his or her authorized designee.
- 2.1.13 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.
- 2.1.14 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.
- 2.1.15 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.
- 2.1.16 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.

- 2.1.17 Integrity:** The condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- 2.1.18 Maximum Contract Budget:** The total of all Maximum Annual Budgets to fund services for Campership Program to Youth.
- 2.1.19 Maximum Contract Sum:** The total amount the Contractor is eligible to be paid, if the rendered services are in adherence to this contract.
- 2.1.20 Maximum Contract Sum:** The total amount within the 12-month term that the Contractor is eligible to be paid, if rendered services are in adherence to this contract. Any unspent sum will not be eligible to be transferred to the next optional extended term if term is exercised.
- 2.1.21 Risk:** A measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (1) the adverse impacts that would arise if the circumstance or event occurs; and (2) the likelihood of occurrence.
- 2.1.22 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.
- 2.1.23 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.24 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 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 TERM OF CONTRACT

- 4.1 The term of this Contract will commence on **July 1, 2024 through August 31, 2024** after execution by County's Board, 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 an additional six (6) month extension, for a maximum total Contract term of eight (8) months. Each such extension option will be exercised at the sole discretion of the Director, by written notice or amendment to the Contractor, provided that approval of County's County Counsel and Chief Executive Officer (CEO) is obtained prior to any such extension.
- 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 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.
- 4.4 The Contractor will notify Department when this Contract is within fifteen (15) days of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the Department at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

The parties agree that this is a Fixed Firm Fee for Service with a Maximum Term Contract Budget of \$270,000, for the contract term effective **July 1, 2024, through August 31, 2024**, for Campership Program.

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

- 5.1.1 Contractor must maintain a system of record-keeping that will allow Contractor to determine when it has incurred 75 percent of the Maximum Annual Contract Budget authorization under this Contract. Upon occurrence of this event, Contractor must send written notification to the County at the address herein provided in Exhibit D, County's Administration.
- 5.1.2 Contractor's estimated budget is attached hereto and incorporated by reference herein as Exhibit C, Line-Item Budget herein referred to as "Budget." The line items must provide sufficient detail to determine the

quality and quantity of services to be delivered based on the estimated number of children each vendor plans to serve during the total number of sessions per calendar year, but it is subject to change monthly based on the needs of the County. Contractor represents and warrants that the budget is true and correct in all respects and must deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Budget, or a reallocation of the Budget, or a material, change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

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

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any 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 to Department at the address herein provided in Exhibit D (County's Administration).

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

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

5.5 Invoices and Payments

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Technical Exhibits) 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 (Pricing Sheet). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.3** The Contractor must submit the invoices (Technical Exhibit 1) to the County as soon as possible after the end of the scheduled camp services or by the 30th business day following the end of the scheduled camp services.
- 5.5.4** All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Children and Family Services
510 S. Vermont Avenue, 14th Floor
Los Angeles, CA 90020

Attention: Accounting Services, Contract Accounting Section

And a duplicate copy of the invoices must be emailed to:

County of Los Angeles
Department of Children and Family Services
Contract Section
510 S. Vermont Avenue, 10th Floor
Los Angeles, CA 90020

Attention: Lorna Schill, County Program Manager

5.5.5 County Approval of Invoices

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

- 5.5.6** Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month in which the services were rendered. Any invoices submitted more than thirty (30) days after the end of the scheduled camp services will

constitute as “past due invoice”. Past due invoices must be submitted no later than sixty (60) days after the end of the scheduled camp services. Notwithstanding, any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the end of the scheduled camp services. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than sixty (60) days after the end of the scheduled camp services provided sufficient funds remain available under this Contract. These same time frames will also apply to the submission of the Contractor’s final invoice.

- 5.5.7** Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.
- 5.5.8** Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.
- 5.5.9** In compliance with the Internal Revenue Service (IRS) requirements, Contractor must provide the Contractor’s Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.
- 5.5.10** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by CPM, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County’s election against future payments due to Contractor. Notwithstanding, any other provision of this Contract, contractor must return to County any and all payments, which exceeds the Maximum Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.11** Contractor will not be paid for expenditures beyond the Maximum Contract Sum for the corresponding Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any

expenditures by Contractor that exceeds the Maximum Contract Sum for said Contract year.

- 5.5.12** Suspension and Withholding of Payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.13** County and Contractor agree that this is a firm-fixed priced price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Pricing Sheet, for the services set forth in Exhibit A - Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.14** Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit C – Contractor's Line Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects, and will deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the CPM for approval.
- 5.5.15** Contractor, without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Contract Sum between categories (i.e. personnel, employee benefits, supplies, and expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must request County's approval in writing for Line Item Budget reallocations above the 5 percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions must not result in any increase in the Maximum Contract Sum. Such requests to County must be addressed to the CPM.
- 5.5.16** Contractor must limit administrative and indirect costs to 10 percent (10%) of the total expenditures of the contract funds.
- 5.5.17** **Preference Program Enterprises – Prompt Payment Program**
Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report,

or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

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

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

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 Intentionally Omitted

6.3 County's Program Manager

The role of the CPM is authorized to include:

6.3.1 Meeting with the Contractor Program Director (CPD) or Contractor Program Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The CPM or designee 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 Intentionally Omitted

7 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 Program Director/Manager

7.2.1 The CPD or Contractor Program Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The CPD or Contractor Program Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with CPM or designee 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 CPD or Contractor Program Manager.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

7.5.1 The Contractor will 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.

7.5.2 To the extent permitted by applicable law, the Contractor will 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, will 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.

- 7.5.3** 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 will 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.
- 7.5.4** 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.
- 7.5.5** The Contractor will 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.
- 7.5.6** Disqualification of any member of Contractor's staff pursuant to this Section 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

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

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor will sign and adhere to the provisions of Exhibit F1, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.6.5** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor, DCFS, and County's Board.
- 8.1.2** The County's Board or CEO 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, DCFS and County's Board or the Director or designee.
- 8.1.3** The DCFS Director or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4 (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 or designee.

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

- a) The Amendment must be in compliance with the applicable County, State and Federal regulations; and
- b) The Board of Supervisors has appropriated sufficient funds in County's budget; and
- c) The Amendment is for a decrease or an increase, of not more than ten percent (10%).

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, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within five business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedure for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedure and provide the Contractor with approval of said procedure or with requested changes.
- If the County requests changes in the Contractor's procedure, the contractor must make such changes and resubmit the procedures within five 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 CPM of the status of the investigation within five 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 CPM within three business days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

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

8.7 Compliance with Civil Rights Laws

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

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

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

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- If the contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

3) material evidence discovered after debarment was imposed; or
4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and

regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the

amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Campership Program Contract Administrator
Department of Children and Family Services
Contracts Administration Division, Section Four

Contractorinsurance@dcpfslacounty.gov

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

8.24.3 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 Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 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 \$5 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. Contractor must meet or exceed all requirements of Public Utilities Code (PUC) Section 5391 and PUC General Order 101-E.

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 \$3 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.

8.26 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 five hundred dollars (\$500) per day per infraction, or as specified in Technical Exhibit 4 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Technical Exhibits) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such

violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor must bring to the attention of the CPM or designee any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CPM or designee 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

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

8.37 Publicity

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor

or accountant employed by the contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.38.5 Contractor will be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County, CDSS, and/or the California Secretary of State to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, Contractor will forward copies of such reports to DCFS.

8.38.6 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39 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;
 - Documentation that all subcontractor staff who will have contact with children have been cleared through a live-scan, and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The CPM is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Children and Family Services
Contract Section
510 S. Vermont Avenue, 10th Floor
Los Angeles, CA 90020
Attention: Lorna Schill, County Program Manager

8.40.9 Contractor will obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. Contractor will maintain and make available upon request of CPM all the following documents:

8.40.9.1 An executed Exhibit F3 - Contractor Non-Employee

Acknowledgment and Confidentiality Agreement, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

8.40.9.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage requirements, of this Contract.

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

8.40.9.4 Contractor will provide CPM with copies of all executed subcontracts after CPMs approval.

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

8.41 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 CPM:

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

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

8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity,

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

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.53 Time Off for Voting

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

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor will indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or

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

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

9.4 Intentionally Omitted

9.5 Contractor’s Charitable Activities Compliance

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

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Conduct of Program

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

9.14 Contract Accounting and Financial Reporting

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

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

9.15 Contractor Alert Reporting Database (CARD)

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

9.16 Child Abuse Prevention Reporting

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

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

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

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

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

9.17 Contract Annual Mandatory Orientation

9.17.1 Contractor will attend an annual mandatory orientation that will be provided by County within 60 days of the Contract Start Date and thereafter within the first two months of each calendar year.

9.18 Contract Negotiations

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

9.19 Employee Benefits and Taxes

9.19.1 Contractor will be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

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

9.20 Former Foster Youth Consideration

9.20.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor will give consideration (after County employees, and GAIN/START participants as described in Section 8.11) for any such position(s) to qualified former foster youth. Contractor will notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services Division
1933 South Broadway, 6th Floor, Los Angeles, CA 90007
youthds@dcfs.lacounty.gov

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

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

9.21 Hours of Operation

9.21.1 The Contractor must be available to provide services during the hours set by the particular camp session schedules.

9.21.2 Contractor will obtain approval from the CPM prior to any modification of service provider and/or service delivery site hours.

9.21.3 Contractor will submit to the CPM data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

9.22 Use of Funds

9.22.1 Contractor's cost allocation plan will be developed in accordance with the principles included in OMB Title 2 of the CFR or any publication that supersedes the OMB circulars, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit H).

9.22.2 All uses of funds paid to Contractor and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DCFS, County's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, Contractor will pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

9.22.3 Any costs for services provided outside of the pre-approved hours in accordance with Exhibit A, Statement of Work, Scope of Work and the Summary of Budget Guidelines will be deemed an in-kind contribution. In-kind contributions will be provided at the expense of the Contractor and are not reimbursable.

9.22.3.1 Prior to the Contractor providing in-kind contributions, the Contractor will submit a written request to the CPM requesting written consent to provide in-kind contributions.

9.23 State Energy Conservation Plan

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

10 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	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work

Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Agreement
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Wavier
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10	Survival

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

By: _____
BRANDON T. NICHOLS, Director
Department of Children and
Family Services

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

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

By: _____
David Beaudet, Senior Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SHEET
- C LINE ITEM BUDGET AND BUDGET NARRATIVE
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

UNIQUE EXHIBITS

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

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

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
STATEMENT OF WORK
FOR
CAMPERSHIP PROGRAM



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Exhibit 2	Excel Summary Report
Exhibit 3	Contract Discrepancy Report (CDR)
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**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CAMPERSHIP PROGRAM**

PART A: INTRODUCTION

1.0 PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's three goals: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting agencies.

In addition to the County's Strategic Plan to improve its communities, the Los Angeles County Department of Children and Family Services (DCFS) also has a new strategic foundation to promote safety, permanency, and well-being for children. The Invest LA initiative focuses on three priority investment areas: 1) Strengthening Children, Youth and Families; 2) Workforce Excellence; and 3) Community and Cross-Sector Partnership. The work on these areas will be guided by five foundational pillars: 1) Prevention and Aftercare; 2) Shared Practice Model; 3) Brain Science; 4) Establishing a Safety Culture; and 5) Culture of Equity.

2.0 BACKGROUND/OVERVIEW

2.1 The DCFS Campership Program provides a fun, safe, affirming and educational camp experience to eligible children, ages 6 through 17, inclusive of all sexual orientations and gender identities (SOGI), race/ethnicities, religious and cultural backgrounds, under DCFS supervision. It also provides constructive use of their leisure time during their periods off from school and offers respite time for their caregivers. Campership participation will assist these children with experiencing personal growth, developing resiliency and confidence, building friendships and social connections, staying physically active, and learning leadership values, and providing opportunities for children from diverse backgrounds to access resources and experiences they might not otherwise have access to.

- 2.2 The overall goal of the Campership Program is to ensure that every eligible child learn and gain valuable experience by safely participating in the Campership Program through its many camp service options and site locations throughout the year.
- 2.3 The primary types of camps are the overnight and specialty camps. These camps offer beneficial outdoor and indoor activities services ranging from using a proactive educational and psycho-social support approach to the unique opportunities provided through the specialty camps. Special camps have an individualized focus. For example, a camp can provide leadership, education, and mentoring opportunities for at-risk children or may focus on sports, intensive science, or the arts.
- 2.4 These various camp opportunities encourage and support significant developmental growth and learning and create a safe place for children to build friendships, master new skills, gain independence, explore new experiences or activities in natural settings or specialized learning opportunities, learn about differences in others and gain confidence in the person they are becoming. These experiences will provide life-learning skills that help them become well-informed, emotionally healthy, socially well-adapted, and resilient adults. Moreover, children who engage in camp activities have the opportunity to gain insights into underrepresented groups, encompassing diverse cultural backgrounds, religions, and communities, including the lesbian, gay, bisexual, transgender, queer/questioning, intersex, asexual/aromantic, two-spirit, (LGBTQIA2S+ or LGBTQ+) community. This fosters an understanding of diverse perspectives, promotes inclusion and acceptance, raises awareness of historical and cultural contexts, and empowers children to advocate for social justice and support marginalized communities.

3.0 SCOPE/OBJECTIVES

The overall goal is to ensure that eligible children under DCFS supervision have an opportunity to learn and gain valuable experience by safely participating in the Campership Program. The Campership Program will partner with Happy Trails for Kids to provide summer 2024 camp opportunities. There are three planned summer camp sessions: July 2, 2024, through July 19, 2024; July 21, 2024, through July 26, 2024; and July 28, 2024, through August 2, 2024. The terms child and youth are interchangeable for this Statement of Work (SOW).

4.0 COMMITMENT TO EQUITY, INCLUSION AND DIVERSITY

DCFS Equity Goal

Equity sits at the center of everything we do and threads throughout our bodies of work. Creating a culture of safety, equity, and community ensures improved service delivery and positive outcomes for children, youth, families, and their communities.

DCFS is dedicated to addressing the needs of underserved and marginalized populations by ensuring equitable access, inclusion, diversity, and opportunities for all children, youth, and families. The plan of equitable access provides resources to high-risk and vulnerable children, including children/youth who within the Los Angeles County Child Welfare system, specifically and including Black,

Indigenous, and People of Color (BIPOC) and LGBTQIA2S+, and other gender and sexual minority communities. The plus symbol acknowledges other identities and expressions children.

The Campership contractors must commit to these goals.

PART B: TARGET DEMOGRAPHICS

Happy Trails for Kids, in partnership with the Campership Program, is for DCFS supervised-children ages 6 through 17, including children with voluntary cases and children with cases in home of parents or legal guardians, inclusive of all SOGI, race/ethnicities, religious and cultural backgrounds. Eligibility to attend a Happy Trails for Kids summer 2024 camp session requires that the child's case must be open with Los Angeles County DCFS at the time of registration in a camp. The case may be closed once written confirmation of approved registration is provided to the child's Children's Social Worker (CSW) by the camp Contractor and/or the DCFS Campership Program.

PART C: COUNTY RESPONSIBILITIES

1.0 COUNTY'S ADMINISTRATION

The County will be responsible for providing the following:

- 1.1** The County will provide a County Program Manager (CPM) to coordinate the delivery of the services with the Contractor Program Director (CPD) or Contractor Program Manager.
- 1.2** The CPM or designated alternate will have full authority to monitor Contractor's performance in the day-to-day operation of this Program and provide technical guidance to ensure the Contractor meets program objectives and requirements.
- 1.3** The CPM or designated alternate will provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.
 - 1.3.1** The CPM is identified in the Contract, County Administration Section (Exhibit D) and is responsible for daily management of Campership Program and overseeing monitoring activities provided by the Contractor.
 - 1.3.2** The CPM or designee is not authorized to make any changes in the terms and conditions of this agreement and is not authorized to obligate the County in any way whatsoever beyond the terms of this agreement.

2.0 MONITORING

- 2.1** The CPM or designee will monitor the Contractor's performance for compliance to the terms and conditions, and the provisions of the Contract and SOW in addition to the compliance for all applicable laws and regulations related to Camp services.
- 2.2** The CPM will also monitor areas that include the following:
 - 2.2.1** Quality assurance review.
 - 2.2.2** Interviews of Contractor's staff (if deemed necessary by the CPM).

- 2.2.3 A review of the Contractor's personnel files, training hours, etc., for all Contractor's employees, team members or volunteers who will have direct client contact working as part of this contract.
- 2.2.4 An on-site inspection during at least one of the summer 2024 sessions to include inspection of facilities, staffing, program services and activities.
- 2.2.5 The Contractor will make records available for the County to review upon request within the specified timeframe requested by the CPM.

PART D: CONTRACTOR'S RESPONSIBILITIES

1.0 CONTRACTOR'S ADMINISTRATION

- 1.1 Contractor will designate a CPD or Contractor Program Manager responsible for daily management of the camp program operation and oversee the work to be performed by contractor as defined in this SOW.
 - 1.1.1 The CPD or Contractor Program Manager will coordinate with the CPM on a regular basis regarding the reimbursement process and request, invoices and its supporting documents, and any serious incidents.
 - 1.1.2 The CPD or Contractor Program Manager will be available for site visit reviews, teleconferences, and meetings regarding any service request modifications.
 - 1.1.3 The CPD or Contractor Program Manager will not schedule or conduct any meetings or negotiations under this agreement on behalf of the County or DCFS.
 - 1.1.4 The CPD or Contractor Program Manager is responsible for maintaining communication with DCFS, as needed, to address any concerns and/or potential problems in the performance of the requirements of this agreement.
 - 1.1.5 The CPD or Contractor Program Manager will be available to the County at the time of Contract award.

2.0 CONTRACTOR GENERAL REQUIREMENTS

- 2.1 Contractor will provide a minimum of one of the following camp services to eligible youth:
 - 2.1.1 **Overnight Camp Services**
 - 2.1.1.1 Overnight Camps will provide supervised activities and accommodations for overnight sleep and extended stay, for DCFS approved youth for the duration (for example, a minimum of five days/nights, one week, etc.) listed in the contractor's camp program.
 - 2.1.2 **Specialty Camp Services**
 - 2.1.2.1 Specialty Camps will provide supervised daytime or overnight specialized activities and accommodations to DCFS approved youth. Special activities can include but

are not limited to: Performing Arts, Sports, Leadership, Science, and/or Adventure.

- 2.1.3** Each camp session will provide: (1) an opportunity for youth to learn new skills and experiences; (2) continuous supervision of youth during camp hours or overnight session; (3) a fun, nurturing and safe environment to engage youth during camp session and in all program activities; (4) appropriate snacks and nutritious meals; and (5) transportation services during camp hours for special activity engagement.

2.2 Transportation

- 2.2.1** Contractor will provide transportation of youth (both DCFS and non-DCFS can be transported together as needed) to and from the camp location as required for camp venues which are more than 50 miles from DCFS Headquarters (510 South Vermont Avenue, Los Angeles, CA 90020).

- 2.2.1.1** A separate reimbursement may be allowable for such additional transportation costs. The reimbursement amount will be negotiated between the contractor and CPM and will be based on the “usual” and actual cost of transportation.

- 2.2.1.2** The additional reimbursement amount is dependent on the availability of DCFS funds for transportation.

- 2.3** The Contractor will have on file a notification signed by the youth’s caregiver regarding the camp’s protocol for emergency return of the youth if needed prior to the end of the camp session.

- 2.4** In the event a youth can no longer participate in the camp program and requires to be returned home before the scheduled end of the camp session, the camp will:

- 2.4.1** Contact the youth’s caregiver, or the child’s emergency contact of the caregiver cannot be reached, and notify via email the assigned DCFS CSW or Supervising Children’s Social Worker (SCSW) of the situation.

- 2.4.2** Inform the youth’s caregiver, or the emergency contact of the need to pick-up youth at camp.

- 2.4.3** If the youth’s caregiver cannot come to camp, the camp will coordinate with the caregiver or the emergency contact to make suitable transportation arrangements to transport the youth home as soon as possible.

- 2.4.4** If the caregiver, youth’s emergency contact person, and DCFS CSW or SCSW cannot be contacted, and the camp is unable to return the youth, the camp will contact the Los Angeles County Child Protection Hotline (CPHL) (800-540-4000) and consult for recommendations on how to proceed to transport the youth home.

- 2.5** Contractor will provide to the caregivers, or post on their web-site, a schedule of the centralized time/date/address for youth pick-up and drop-

off locations for transportation to and from camp.

2.6 Minimum Camp Supervision Requirements:

6–8 years	1:6 for overnight
9–14 years	1:8 for overnight
15–17 years	1:10 for overnight

2.7 Contractor will provide a copy to the CPM or designee of a daily meal schedule at least one week prior to start of each camp session.

3.0 CONTRACTOR STAFFING REQUIREMENTS

3.1 Contractor will complete Live Scan background checks with subsequent arrest notification for all adults who are on-site during the camp session or may have direct contact with children. Contractor will maintain Live Scan background checks with subsequent arrest notification for all staff, volunteers and all other persons who are on-site during the camp session or who may have direct contact with children. This includes all adults living or working within the camp site, but does not include service persons dropping off camp items (e.g. UPS, Fed-Ex etc.)

3.2 Contractor will provide a list of all staff, volunteers, or other persons who have a clear Live Scan or who have an arrest(s) or conviction(s) (other than for minor traffic offenses) showing on the Live Scan results. Contractor must report to the County all recurrent traffic offenses (more than five in two years).

3.3 Initial background checks which are returned showing convictions which could impact child safety must immediately be reported to CPM and designee (e.g. crimes involving violence, domestic violence, DUI's, reckless driving, and substance abuse). The awarded Contractor bears the cost of the Live Scan.

3.4 Contractor will immediately notify County of any new arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, team member, independent Contractor, volunteer staff, subcontractor or other adults who are on-site during the camp session or who may come in contact with children when such information becomes known to contractor.

3.5 If a member of Contractor's staff does not pass the background investigation (because of an arrest and/or subsequent conviction, other than for minor traffic offenses is identified), County may request that the member of contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract.

3.6 County reserves the right to require the immediate removal of contractor staff based on County concerns regarding child safety.

3.7 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime

involving conduct inimical to the health, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

3.8 Contractor will provide staffing roster along with verification of cleared backgrounds via Live Scan, to CPM and designee at least one week prior to start of each camp session. Contractor will provide to CPM at least two weeks prior notification, or as soon as possible if less than two weeks prior, of staffing changes for staff who are on-site during the camp session or have direct contact with children.

3.9 Contractor will maintain staffing levels approved by the County as referenced in Subsection 2.7 above.

4.0 CONTRACTOR STAFF QUALIFICATIONS AND REQUIREMENTS

4.1 Direct Service Camp Staff will be trained in role/responsibilities in health care to provide first aid/CPR.

4.2 Contractor's personnel, as well as all subcontractor staff who are performing services under this Contract, must be able to read, write, speak, and understand English to conduct business with COUNTY. Bilingual staff will be hired to meet the needs of the youth that the Contractor serves. Experience working in underserved communities is highly desirable.

4.3 Overnight Camps

4.3.1 The On-Site Director will have:

A minimum of two summer seasons or two years as the manager providing camp supervision, including being physically present during the camp sessions.

4.3.1.1 Completed an average of five hours a year in the past four years of professional development related to business or camp management.

4.3.1.2 Be at least 21 years of age.

4.4 One staff member may serve in dual capacity as the Overnight CPD and also as the On-Site Director.

4.5 CPD will have the equivalent of a minimum of:

4.5.1 Two years administration experience serving children in the campership service industry.

4.5.2 Pass a Live Scan with a subsequent arrest notification background check.

4.5.3 The Contractor Program Manager will have, at minimum, the equivalent of two years full-time experience managing a camp program.

4.5.4 As long as the requirements for both positions are met, the same staff can serve as the CPD and Contractor Program Manager.

4.5.4.1 If the same staff fills both positions, the choice of the title

is left to the discretion of the camp vendor.

- 4.6 Junior Staff will complete a Campership camp contractor training and be supervised by an on-site Camp Senior Staff for at least two hours during each week's camp session. Supervision will be documented with sign-in logs signed by the Junior and Senior Camp staff.

5.0 CONTRACTOR STAFF RECORD RETENTION

- 5.1 Contractor will maintain documentation in the personnel files of staff working on this contract and include: (1) training hours and topics; (2) copies of resumes, degrees, and professional licenses; and (3) current criminal clearances and background checks for five years after the employee or volunteer has ceased employment with the Contractor.
- 5.2 Contractor will maintain copies of 1) current driver's licenses; 2) driver's Department of Motor Vehicles printouts; and 3) proof of auto insurance for vehicles and staff employed by Contractor and who will provide transportation to participants. In addition, these documents will be available to the CPM or designee on request.

6.0 STAFF TRAINING AND SUPERVISION

- 6.1 Contractor will provide training on and have a plan for:
 - 6.1.1 Overall safety and include specific plans for child safety issues;
 - 6.1.2 The opportunities and clear plan which allows children to bring forth complaints and concerns;
 - 6.1.3 The camp's chain of command for participant's complaints;
 - 6.1.4 Complaint resolution to be based on child safety and comfort;
 - 6.1.5 Instruction, both verbal and written guidelines for appropriate staff behavior;
 - 6.1.6 Ensuring prohibited behaviors during camp session are avoided (e.g. no street drugs or alcohol usage, zero tolerance for bullying, intolerant behaviors or demeaning language or treatment);
 - 6.1.7 Mandated child abuse reporting requirements for staff working under this contract;
 - 6.1.8 Camp senior staff will provide daily review regarding camp safety supervision and unusual incidents;
 - 6.1.9 Cultural humility and ensuring staff and volunteers provide camp services effectively and respond to differences in cultural beliefs, behaviors, learning, and communication styles.
 - 6.1.10 LGBTQ+ Foundational Training, including SOGI, use of appropriate names and pronouns, affirming practice and rejecting behaviors.
 - 6.1.10.1 Rights and responsibilities for sleeping and bathing arrangements for Transgender, Gender Non-conforming, and Intersex youth.
 - 6.1.10.2 Understanding and respecting for the use of gender-affirming products and clothing, according to gender

identity, including clothes, hair, make-up, packers, binders, etc.

- 6.2 A list of Contractor's staff who attended training will be submitted to the CPM prior to each camp season.

7.0 SERIOUS INCIDENT REPORTS

- 7.1 Contractor will provide Serious Incident Reports (SIRs) that document any significant criminal or disciplinary action, health and safety issue, rules violation or action involving liability including, but not limited to, the following: (1) serious medical issues, accidents or injuries to the child; (2) morbidity (disease or illness); (3) death of child (immediate notification); (4) sexual misconduct involving a child (immediate notification); (5) runaways and missing children (immediate notification); and (6) activities that place children at unusual risk of harm or cause unusual pain, or cause others to be at unusual risk of harm.

- 7.1.1 SIRs will include the name and date-of-birth (DOB) of the child, the current location of the child, and the name and relationship of the caregiver.

- 7.2 Contractor will provide immediate notification for issues as required above to CPM and designee, assigned CSW and caregiver.

- 7.3 Contractor will email the written SIR within one business day of occurrence or Contractor notification of the incident to the CPM with a copy to the designee and the assigned CSW.

- 7.4 Contractor will call the CPHL (800) 540-4000 per the mandated reporter requirements. If a CPHL call is made, the SIR will include the referral number if a referral was taken or the name of the CPHL staff who declined to take the referral.

8.0 DAYS AND HOURS OF OPERATION

- 8.1 The Contractor will maintain a telephone in the agency's name to assist the Contractor to conduct its business during core business hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, except recognized County holidays.

- 8.2 Contractor will provide at least one staff team member who can respond to inquiries or emergent requests before and after core business hours.

- 8.2.1 Contractor, whose camp program services will be provided during County recognized holiday or on weekends, will provide another means of communication (e.g. email address, texting, telephone number) before the start of the Contract, and any updates will be provided to the CPM with 48 hours of such change.

9.0 REPORT REQUIREMENTS

- 9.1 Contractor will provide an Excel Summary Report (Exhibit 2) at the end of each session with child attendance information, which includes:

- 9.1.1 Name and DOB of children/youth.

- 9.1.2 Sexual Orientation: Lesbian, Gay, Bisexual, Asexual, Prefer Not

to Respond.

9.1.3 Gender Identity: Cisgender Woman, Cisgender Man, Transgender Woman, Transgender Man, Non-binary/non-conforming, Prefer Not to Respond.

9.1.4 Ethnicity of child if provided in DCFS referral.

9.1.5 Office of referring CSW and name of referring CSW.

9.2 Contractor will submit Overnight Session Sign-in/Sign-out Sheets within seven business days from the end of each overnight session.

9.3 Contractor will submit Specialty Session Sign-in/Sign-out Sheets within seven business days from the end of each Specialty camp session.

9.3.1 **Sign-in Sheets must contain either typed or legibly hand printed participant's first and last name and DOB; and include the participating child's signature on the same line; or reimbursement may be disallowed.**

9.3.2 Failure to provide sign-in sheets containing the information described above may result in non-payment.

10.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

10.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the CPM as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The CPM will determine whether a formal Contract Discrepancy Report (CDR) Exhibit 3 will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CPM within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the CPM within five (5) business days.

10.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

11.0 QUALITY ASSURANCE MONITORING

11.1 The CPM, or other personnel authorized by the County, will monitor and evaluate Contractor's performance under this contract using the quality assurance procedures specified in this SOW, Performance Outcome Measures.

11.1.1 Contractor will be subject to a program review by the County, at a

minimum of once per summer 2024. The review will cover, but not be limited to the following:

- 11.1.2 An on-site inspection while camp services are being provided to DCFS approved children.
 - 11.1.3 Accreditation or County Health approval for camp site;
 - 11.1.4 Staff training information and sign-in logs;
 - 11.1.5 Camp safety plans;
 - 11.1.6 Results of Satisfaction Surveys;
 - 11.1.7 Camp complaints received;
 - 11.1.8 Any concerns regarding the camp program, location, or services.
- 11.2 Contractor will make available to the County, upon request, the following records for review:
- 11.2.1 Personnel records, pertaining to current paid and volunteer staff;
- 11.3 If Contractor performance requirements are not met, the CPM may call Contractor, and/or send Contractor a written notification regarding the issue(s). Contractor shall respond to a call within one hour and respond to a written notification within five business days of date of notification. All performance requirements issues will be reported to CPM.
- 11.4 Contractor will submit a Corrective Action Plan for any areas found to be deficient as a result of the notification of the performance requirement issue, within ten business days of the receipt of the written notification.
- 11.5 Contractor will not utilize any employee, team member, or volunteer whose work has been deemed deficient and unacceptable by the CPM.
- Contractor will track clients served and maintain this data pertaining to client attendance in camp sessions.
- 11.6 Green Initiatives**
- 11.6.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
 - 11.6.2 Contractor must notify County’s Project Manager of Contractor’s new green initiatives prior to Contract commencement.

12.0 DEFINITIONS

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

- 12.1 Affirming Behaviors: Approaches that validate LGBTQIA2S+ identities and create an inclusive space for all. Affirming behaviors/practices have been shown to lead to more favorable outcomes for LGBTQIA2S+ children and youth and are critical during the coming out process.
- 12.2 Asexual: Not sexually attracted to anyone and/or no desire to act on attraction to anyone. Does not necessarily mean sexless. Asexual people

sometimes do experience affectional (romantic) attraction.

- 12.3** Binders: a compression garment for temporarily flattening a person's breast tissue, often used by gender-diverse people as part of their gender expression
- 12.4** Bisexual: Attracted to people of one's own gender and people of other gender(s). Two common misconceptions are that bisexual people are attracted to everyone and anyone, or that they just have not "decided." Often referred to as "bi."
- 12.5** Cisgender: Denoting or relating to a person whose sense of personal identity and gender corresponds with their birth sex.
- 12.6** Gay: Generally refers to a man who is attracted to men. Sometimes refers to all people who are attracted to people of the same gender identity; sometimes "homosexual" is also used, although this term is seen by many today as a medicalized term that should be retired from common use.
- 12.7** Gender Identity: An individual's internal sense of being male, female, some of both, or neither
- 12.8** Intersex: A general term used for a variety of genetic, hormonal, or anatomical conditions in which a person is born with a reproductive or sexual anatomy that doesn't seem to fit the typical definitions of female or male. Some intersex individuals identify as transgender or gender variant; others do not. (Note: hermaphrodite is an obsolete term that is not currently considered appropriate).
- 12.9** Lesbian: A woman who is attracted to women. Sometimes also or alternately "same-gender-loving woman" or "woman loving woman." See also Gay.
- 12.10** LGBTQIA2S+: is an acronym used to represent the diverse identities of lesbian, gay, bisexual, transgender, queer/questioning, intersex, asexual/aromantic, two-spirit, and other gender and sexual minority communities. The "+" symbol acknowledges other identities and expressions not included in the acronym and the ongoing evolution of language and understanding around gender and sexual diversity.
- 12.11** Non-Binary/Genderqueer/Gender Non-Conforming: Non-binary, genderqueer or gender non-confirming is an umbrella term for gender identities that are neither male nor female; identities that are outside the gender binary.
- 12.12** Packer: a penile prosthesis or other object of phallic shape placed in the crotch of one's clothing to create a bulge, often used by gender-diverse people as part of their gender expression
- 12.13** Pronouns: A pronoun is a word that takes place of a noun or name (common pronouns include she/her/hers, he/him/his, they/them/theirs).
- 12.14** Queer: Traditionally a derogatory term, yet reclaimed and appropriated by some LGBTQ individuals as a term of self-identification. It is an umbrella term which embraces a matrix of sexual preferences, gender expressions, and habits that are not of the heterosexual, heteronormative, or gender-binary majority. It is not a universally accepted term by all members of the

LGBTQ community, and it is often considered offensive when used by heterosexuals.

- 12.15** Questioning: One who may be unsure of, reconsidering, or choosing to hold off identifying their sexual identity or gender identity or gender expression.
- 12.16** Sex/Sex Assigned at Birth: The sex (male or female) assigned to a child at birth, most often based on the child's external anatomy. Also referred to as birth sex, natal sex, biological sex, or sex.
- 12.17** Sexual Orientation: Describes to whom a person is sexually attracted. Some people are attracted to people of a particular gender; others are attracted to people of more than one gender. Some are not attracted to anyone.
- 12.18** Transgender: A person whose gender identity differs from their sex assigned at birth. A male to female transgender person would be defined as a transgender woman. A female to male transgender person would be defined as a transgender man. Transgender might include a person who identifies as non-binary, or a third gender, outside of traditional male or female identities.
- 12.19** Two-Spirit/2S: A person who identifies with the Native American tradition of characterizing certain members of the community as having the spirit of both the male and female genders.

PART E: PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Exhibit 4 of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK

Exhibits	
1	Monthly Invoice
2	Excel Summary Report
3	Contract Discrepancy Report (CDR)
4	Performance Requirements Summary (PRS) Chart

DCFS Community-Based Support Division

FY 24/25 CAMBERSHIP INVOICE

Happy Trails for Kids INVOICE # _____

Camp Vendor:
County Vendor #:

Address:

Telephone #:

Contact Email:

Contact Staff :

CAMP	REIMBURSEMENT REQUEST		
SESSION	<ul style="list-style-type: none"> From (first day of camp) To (last day of camp) 	Session Name	
	<ul style="list-style-type: none"> From (first day of camp) To (last day of camp) 	Session Name	
REIMBURSEMENT CALCULATION	Rate per Camper : \$750/Child for one (1) week of Overnight Camp Specialty Camp rate TBD	*Total DCFS Supervised Children Verified Attendance, children at (Select one): <ul style="list-style-type: none"> ➤ Overnight Camp Rate of \$750 or ➤ TBD Specialty Camp Rate per Child = \$ 	#Campers @ \$ Rate = \$

REIMBURSEMENT REQUEST TOTAL: \$

Agency Representative

Name _____ Signature _____ Date _____
(Print name)

For Use by DCFS Campership Program Manager only	
OKAY TO PAY	
CPM Name: Lorna Schill, CSA III	Signature: _____ Date: _____

*Camp Approved and Verified Attendance Sign-In Log is Attached

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: _____	Contractor Response Received:	
Contractor: _____	County's Program Manager:	
Contact Person: _____	County's Program Manager Signature:	
Email: _____	Email:	

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

Additional Comments:

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

OUTCOME PERFORMANCE INDICATOR	PERFORMANCE TARGET	MONITORING METHODS
<p>1. Contractor will provide camp services to all eligible DCFS clients. (SOW, Part B)</p> <p>2. Contractor will make a full commitment to the DCFS goals of equity, inclusion and diversity. (SOW, Part A, Section 4.0)</p> <p>3. Contractor will be accredited by the ACA or be approved by a California County DPH or applicable department covering the site locations of the Contractor camp locations. (SOW, Part D, Section 11.1.3)</p> <p>4. Contractor will submit Overnight Camp and Overnight Specialty Camp sign-in and sign-out logs and Excel Summary Report when all services have been rendered within 7 business days from last day of service. (SOW, Part D, Section 9.1, 9.2 and 9.3)</p> <p>5. Contractor will comply with Supervision requirements. (SOW, Part D, Sections 2.6 and 6.0)</p>	<p>1. 100% adherence to County requirements as stated in this contract.</p> <p>2. 100% adherence to County requirements as stated in this contract.</p> <p>3. 100% adherence to County requirements as stated in this contract.</p> <p>4. 100% adherence to County requirements as stated in this contract.</p> <p>5. 100% adherence to County requirements as stated in this contract.</p>	<p>Camp vendor registration logs, camp sign-in logs and online Data System available to DCFS.</p> <p>Post-camp Satisfaction Surveys and on-going DCFS monitoring.</p> <p>Submitted as part of RFSQ proposal and confirmed during annual review.</p> <p>Submission of sign-in logs.</p> <p>On-Site Inspection by Program Monitors.</p>

<p>6. CONTRACTOR will provide Live Scan background checks with subsequent arrest notification for all staff or other adults who are on-site during the camp session or who may have direct contact with children. (SOW, Part D, Section 3.1)</p> <p>7. Camp vendors will provide a pre-camp staff training covering issues referenced in SOW, Part D, Section 6.0.</p> <p>8. Complaint process is clear and easily available to children attending camp sessions referenced in SOW, Part D, Sections 6.1.2 – 6.1.4.</p> <p>9. Complaints are resolved using the lens of child safety and child comfort while attending camp sessions referenced in SOW, Part D, Section 6.1.4.</p> <p>10. Contractor will provide SIRs that document any significant criminal or disciplinary action, health and safety issue, rules violation or action involving liability. (SOW, Part D, Section 7.0)</p> <p>11. Of the children that attend camp sessions, the percentage of children reporting a positive experience.</p> <p>12. Of the children that attend camp</p>	<p>6. 100% adherence to County requirements as stated in this contract.</p> <p>7. 100% adherence to County requirements as stated in this contract.</p> <p>8. 100% adherence to County requirements as stated in this contract.</p> <p>9. 100% adherence to County requirements as stated in this contract.</p> <p>10. 100% adherence to County requirements as stated in this contract.</p> <p>11. Will meet a minimum of 95%.</p> <p>12. Will be 100%.</p>	
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Technical Exhibit 4

<p>sessions, the percentage that are able to report concerns to Camp Senior Staff.</p> <p>13. Of the children that attend camp sessions, the percentage that return home demonstrating improved social or leadership skills</p>	<p>13. Will meet a minimum of 70%</p>	
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PRICING SHEET CAMBERSHIP PROGRAM

Scope of Work

The Campership Program goal is to ensure that every eligible child under Los Angeles County DCFS supervision has an opportunity to learn and gain valuable experience by safely participating in the Campership Program. The Campership Program is partnering with Happy Trails for Kids, camp vendor to provide summer 2024 camp sessions. Children with an open DCFS case, ages six through seventeen, are eligible to participate.

FIXED RATE/FEE FOR THE FOLLOWING SERVICES

Fee for Service	Fees	Performance Evaluation
Overnight Camp	\$750	<ul style="list-style-type: none"> ▪ On-site Visit ▪ Qualitative child and Caregiver Survey
Specialty Camp	\$TBD/day or overnight/child	

Print Name:	Title:
Signature:	Date:

LINE-ITEM BUDGET AND BUDGET NARRATIVE

HAPPY TRAILS FOR KIDS SUMMER 2024 BUDGET FOR CAMBERSHIP SERVICES

Payroll Title	FTE	Hourly Rate	Compensation Allocable to Camp Activities
Camp Director	1	\$33.50	\$66,560
Executive Director	.25	\$55.00	\$27,500
Assistant Camp Director	1	\$25.00	\$3,000
Camp Counselor	50	\$16.40	\$98,400
Nurse	2	\$37.50	\$9,000
Arts Director	1	\$20.00	\$2,400
Junior Counselor Program Director	1	\$20.00	\$2,400
Activities Director	1	\$20.00	\$2,400
Camp Manager	1	\$20.00	\$2,400
Administrative Assistant	1	\$18.75	\$2,250
Mental & Emotional Support Coordinator	1	\$18.75	\$2,250
Staff Specialist	1	\$25.00	\$3,000
Total Salaries and Wages			\$221,560

Payroll Taxes	\$22,000
Total \$22,000	

Other Costs	
Insurance	\$25,610
Transportation	\$36,000
Camp Registration Facility	\$6,000
Camp Facility Rental	\$255,000
Staff Training	\$23,000
Supplies	\$36,000
Total Insurance/Other Costs	\$381,610

TOTAL DIRECT COSTS \$625,170

Total insurance costs are included in the CGL/D&O policy.

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$15,000
Management Overhead (Specify)	\$0
Marketing & Advertising	\$4,500
Other	\$0

TOTAL INDIRECT COSTS \$19,500

TOTAL DIRECT AND INDIRECT COST	\$644,670
TOTAL COST FOR SUMMER, 2024 SESSIONS	\$644,670 Total
PROFIT	\$0
DONATIONS/PHILANTHROPY TO COVER ADDITIONAL COSTS	\$374,670
TOTAL BILLABLE COST TO DCFS CAMPERSHIP PROGRAM FOR SUMMER 2024 CAMP SESSIONS	\$270,000

BUDGET NARRATIVE***FTE = Full Time Equivalent Positions**

Note: Camp Director is a salaried position and is employed year-round. The Executive Director is a salaried position, is also employed year-round, but the FTE allocation relates to the amount of time dedicated to summer camp. All other positions are seasonal employees and the FTE allocations are based on 40-hour work weeks during the weeks summer camp is in session.

Under California's Organized Camp Exceptions set forth in the California Labor Code and California Health & Safety code, Happy Trails Camp Counselors make at least a weekly salary of 85% of the state minimum wage.

DIRECT COSTS:

Camp Director - Camp Director oversees, manages and supervises all aspects of summer camp. It is a salaried position and is employed year-round. The FTE allocation \$66,560 relates to the amount of time dedicated to summer camp.
Executive Director - Leads and oversees all aspects of Happy Trails operations, administration and programming at Happy Trails for Kids. It is a salaried position and is employed year-round. The FTE allocation of \$27,500 relates to the amount of time dedicated to summer camp.
Assistant Camp Director – Supports Camp Director and is a seasonal employees and the FTE allocation of \$3,000 is based on 40-hour work weeks during the weeks summer camp is in session.
Camp Counselor – Provides supervision and support to campers and is a seasonal employee and the FTE allocation of \$98,400 is based on 40-hour work weeks during the weeks summer camp is in session. Under California's Organized Camp Exceptions set forth in the California Labor Code and California Health & Safety code, Happy Trails Camp Counselors make at least a weekly salary of 85% of the state minimum wage.
Nurse – Oversees the administration and organization and supervision of medical protocols at camp and the FTE allocation of \$9,000 is based on 40-hour work weeks during the weeks summer camp is in session.
Arts Director – oversees arts and craft and the FTE allocation of \$2,400 is based on 40-hour work weeks during the weeks summer camp is in session. Under California's Organized Camp Exceptions set forth in the California Labor Code and California Health & Safety code, Happy Trails Camp Counselors make at least a weekly salary of 85% of the state minimum wage.
Junior Counselor Program Director – Serves as the counselor and coordinator and FTE allocation of \$2,400 is based on 40-hour work weeks during the weeks summer camp is in session. Under California's Organized Camp Exceptions set forth in the California Labor Code and California Health & Safety code, Happy Trails Camp Counselors make at least a weekly salary of 85% of the state minimum wage.
Activities Director – Develops and facilitates recreational activities for campers and the FTE allocation of \$2,400 is based on 40-hour work weeks during the weeks summer camp is in session. Under California's Organized Camp Exceptions set forth in the California Labor Code and California Health & Safety code, Happy Trails Camp Counselors make at least a weekly salary of 85% of the state minimum wage.
Camp Manager- Manages logistical and special projects at camp and the FTE allocation of \$2,400 is based on 40-hour work weeks during the weeks summer camp is in session. Under California's Organized Camp Exceptions set forth in the California Labor Code and California Health & Safety code, Happy Trails Camp Counselors make at least a weekly salary of 85% of the state minimum wage.
Administrative Assistant – Maintains and organizes supplies and supports leadership team at camp and the FTE allocation of \$2,250 is based on 40-hour work weeks during the weeks summer camp is in session. Under California's Organized Camp Exceptions set forth in the California Labor Code and California Health & Safety code, Happy Trails Camp Counselors make at least a weekly salary of 85% of the state minimum wage.
Mental & Emotional Support Coordinator – Provides enhances support to campers and counselors- FTE allocation of \$2,250 is based on 40-hour work weeks during the weeks summer camp is in session. Under California's Organized Camp Exceptions set forth in the California Labor Code and California Health & Safety code, Happy Trails Camp Counselors make at least a weekly salary of 85% of the state minimum wage.
Staff Specialist – Supports Camp Counselors in executing activities and recreational activities at camp and FTE allocation of \$3,000 is based on 40-hour work weeks during the weeks summer camp is in session. Under California's Organized Camp Exceptions set forth in the California Labor Code and California Health & Safety

code, Happy Trails Camp Counselors make at least a weekly salary of 85% of the state minimum wage.

Transportation – Includes \$36,000 in transportation to and from camp. This expense can fluctuate depending on the cost of the bus or other vehicle rentals. Also sometimes transportation funds are donated.
Staff Training – Includes \$23,000 in staff training for overnight facility rentals for training venues, recruitment, supplies, curriculum, facilitators and other mandated or recommended training procedures.
Supplies – Includes \$36,000 in supplies necessary for programs and camp activities, camper necessities (sleeping bags, hygiene, medical supplies, shirts, snacks, water bottles) and any other activities not covered under the standard facility rental.
Camp Registration Facility – Includes \$6,000 for facilities at Carson Community Center to host and operate camper registration for all three (3) sessions
Camp Facility Rental Facility – Includes \$255,000 costs for three (3) weeks of overnight camp at Pathfinder Ranch, includes food, schedule of activities and board.
Payroll Taxes – Includes \$22,000 for standard payroll taxes for full time and seasonable employees allocated for summer camp.

TOTAL DIRECT COSTS: **\$625,170**

INDIRECT COSTS: The contractor may include cost associated with insurance, management and overhead costs, and general accounting/bookkeeping. All details and computations associated with indirect cost must be explained.

Marketing and Advertising – Includes \$4,500 for camper database, registration and communication system as well as camp informational material distributed within the community and to partners.

General Accounting/Bookkeeping – Includes \$15,000 for processing and reviewing invoices and payments, financial statements and other financial matters as it pertains to operations and our financial responsibilities. Prepares federal and state forms. Assist with implementing financial plan and compliance.

TOTAL INDIRECT COSTS: **\$ 19,500**

TOTAL DIRECT AND INDIRECT COST: **\$644,670**

Philanthropy/Donations – Happy Trails Summer Camp receives funds and donations from community, individual and corporate partners to support our mission and programs:

- Private donations, fundraising and community foundations. Contributions from individual donors, grants and foundations support Happy Trails programs.
- In kind donations – Toy donation, supplies and other activities supplement necessary items for camp as well as enhance programs and recreational activities for the campers.

DONATIONS/PHILANTHROPY TO COVER ADDITIONAL COSTS **\$374,670**

TOTAL COST BILLABLE TO COUNTY: **\$270,000**

For purposes of this solicitation, the budget must be calculated based on the camp rate x the number of children projected to be served. Calculation must be as follows:


CALCULATED BUDGET:

Rate per child \$ \$750 X # of Children: 360 = Total \$270,000

Rate per DCFS Child: Overnight rate is set at \$750/Child for summer 2024 camp.

The budget per vendor will be based on the total Campership Available funding

Camp vendor (name of vendor) Happy Trails for Kids agrees and attests that the Rate shown above is the total rate to be paid to the vendor for providing campership services.

Print Name: Lindsay Elliott	Title: Executive Director, Happy Trails for Kids
Signature: 	Date: 2/28/23

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:

CONTRACT NO.

CONTRACTOR'S ADMINISTRATION:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

NOTICES TO CONTRACTOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Contract No _____

Non-Employee Name: _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

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 to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
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.

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

**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>
Rent Expenditure	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts must be maintained:

- The COUNTY recommends that CONTRACTORS use the same expenditure account titles on the monthly invoice submitted to the COUNTY.
- If the CONTRACTOR uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenditures for travel shall be posted to the account titled "travel" and not intermixed with other expenditure accounts.

2.6 Payroll Register

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

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

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

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines to properly classify employees and independent contractors.

2.7 Invoices/Billings

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

3.0 Records

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

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

3.1 Retention

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

3.2 Encryption

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

3.3 Supporting Documentation

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

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

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

Payroll

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- Time distribution records by program, accounting for total work time on a daily basis for all employees.
- Records showing actual expenditures for Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Personnel Files

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

Contracted/Consultant Services

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

Travel

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

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

Vehicle Expenditures

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

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- 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

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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 ($24\% \times \$100,000$)	<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.

A-C Contract Accounting and Administration Handbook

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

Email: 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

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

Balance Per Book		\$ 36,950.00
Less:	Bank Charges	\$ 40.00
	Post Error	\$ 10.00
		<u>\$ (50.00)</u> [1]
Adjusted Book Balance		<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
Beginning Petty Cash on Hand						\$ 500.00
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
Total			\$ 25.00	\$ 25.00	\$ 25.00	
Ending Petty Cash on Hand						\$ 500.00

Petty Cash Custodian Signature

Date

Petty Cash Log Reviewer Signature

Date

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If 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: _____

Printed Name: _____

Title: _____

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.
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- 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.
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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,
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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.
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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;
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- 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

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Allen Ohanian
Departmental Information Security Officer
12440 Imperial Hwy., Room 501
Norwalk, CA 90250
(562) 345-6606
AOhanian@dcsf.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
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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 **\$2,000,000** 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.

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
 - Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Michael Martinez

Chief Executive Office

Date

SOLE SOURCE JUSTIFICATION

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Section 2.5 of the Los Angeles County Services, Supplies & Equipment Contract/Purchasing Policy Manual (Attachment III).

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS WHEN APPLICABLE:

1. What is being requested?

The proposed sole source contract will be with Happy Trails for Kids (HTK), effective July 1 through August 31, 2024.

2. Why is the product needed – how will it be used?

The HTK 2024 summer session can serve up to 360 children, with a contract sum of \$270,000. The proposed sole source contract is only needed for summer 2024 as a Request for Statement of Qualifications for the Campership Program is anticipated to result in contract awards in 2025.

3. Is this “brand” of product the only one that meets the user’s requirements?

Yes, HTK is an established camp vendor with an outstanding camp program designed specifically to serve DCFS supervised children, including children in home of parents and in foster care. The HTK program has been providing specialized camp services which meets the unique needs of DCFS supervised children for over ten years. HTK is the only current DCFS approved camp vendor able to serve over 300 children in one summer.

4. Have other product/vendors been considered?

Yes, however there are no other approved Campership camp vendors who can offer the specialized camp program provided by HTK or serve over 300 DCFS children during summer 2024.

5. Will purchase of this product avoid other cost?

Not applicable.

6. Is this product proprietary or is it available from various dealers?

The HTK camp program has been specifically designed to serve DCFS supervised children. There are currently no other approved camp vendors which offer the HTK specialized camp program.

7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector

Yes, there is a County discount as the rate offered by HTK is much less than the actual cost to provide the camp services.

8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?

Not applicable.

Approval Signature: _____ Date: _____



BRANDON T. NICHOLS
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



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

February 22, 2024

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

From: 
Brandon T. Nichols
Director

**NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT FOR
CAMPSHIP SERVICES WITH HAPPY TRAILS FOR KIDS**

In compliance with Board Policy 5.100, Sole Source Contracts, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to commence negotiations with Happy Trails for Kids (HTK) to provide summer camp sessions for eligible DCFS children in 2024.

The projected contract term with HTK is effective July 1, 2024 through August 31, 2024, with a contract amount of \$270,000, financed by 74 percent Foster Parent Recruitment, Retention, and Support/Flexible Family Supports funds and 26 percent net County cost.

DCFS is currently working on a Request for Statement of Qualification for campership services and anticipates executing contracts by January 2025. The Contract with HTK will allow DCFS time to complete the solicitation process and award new camp vendors.

If you have any questions or need additional information, you may contact me, or your staff may contact Aldo Marin, Board Liaison, at (213) 371-6052

BTN:JF:CMM
LTI:CP:SK:tc

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