

**APPENDIX A  
(SAMPLE SUBAWARD)**



**SUBAWARD**

BY AND BETWEEN

COUNTY OF LOS ANGELES

AGING AND DISABILITIES DEPARTMENT

AND

---

FOR

TRADITIONAL LEGAL ASSISTANCE PROGRAM (TLAP)

SUBAWARD NUMBER TLAPXXXXX

SUBAWARD PERIOD JULY 2023 – JUNE 2024

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
<b>RECITALS</b> .....		<b>6</b>
<b>1.0</b>	<b>APPLICABLE DOCUMENTS</b> .....	<b>7</b>
<b>2.0</b>	<b>DEFINITIONS AND HEADINGS</b> .....	<b>9</b>
<b>3.0</b>	<b>WORK</b> .....	<b>10</b>
<b>4.0</b>	<b>TERM OF SUBAWARD</b> .....	<b>11</b>
<b>5.0</b>	<b>SUBAWARD SUM</b> .....	<b>11</b>
5.1	TOTAL SUBAWARD SUM.....	11
5.2	WRITTEN APPROVAL FOR REIMBURSEMENT .....	14
5.3	NOTIFICATION OF 75% OF SUBAWARD SUM.....	14
5.4	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD .....	14
5.5	INVOICES AND PAYMENTS .....	15
5.6	COST OF LIVING ADJUSTMENTS (COLA's).....	20
5.7	LIMITATIONS ON USE OF SUBAWARD SUMS .....	21
5.8	OTHER SUBAWARDS .....	22
5.9	JOINT FUNDING REVENUES .....	22
5.10	FEDERAL AWARD INFORMATION.....	23
5.11	SUBRECIPIENT INDIRECT COSTS .....	24
5.12	MATCH CONTRIBUTION.....	25
5.13	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER .....	26
<b>6.0</b>	<b>ADMINISTRATION OF SUBAWARD - COUNTY</b> .....	<b>27</b>
6.1	COUNTY ADMINISTRATION .....	27
6.2	COUNTY'S CONTRACT MANAGER.....	27
6.3	COUNTY'S PROGRAM MANAGER.....	27
6.4	COUNTY'S COMPLIANCE MANAGER.....	28
6.5	COUNTY'S BUSINESS HOURS.....	28
<b>7.0</b>	<b>ADMINISTRATION OF SUBAWARD - SUBRECIPIENT</b> .....	<b>28</b>
7.1	SUBRECIPIENT ADMINISTRATION.....	28
7.2	SUBRECIPIENT'S PROJECT MANAGER .....	28
7.3	APPROVAL OF SUBRECIPIENT'S STAFF.....	29
7.4	SUBRECIPIENT'S STAFF IDENTIFICATION .....	29
7.5	BACKGROUND AND SECURITY INVESTIGATIONS .....	29
7.6	CONFIDENTIALITY .....	31

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
<b>8.0</b>	<b>STANDARD TERMS AND CONDITIONS.....</b>	<b>33</b>
8.1	AMENDMENTS .....	33
8.2	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS .....	34
8.3	AUTHORIZATION WARRANTY .....	35
8.4	BUDGET REDUCTIONS .....	36
8.5	COMPLAINTS.....	36
8.6	COMPLIANCE WITH APPLICABLE LAWS.....	37
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS .....	38
8.8	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM.....	39
8.9	CONFLICT OF INTEREST .....	41
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST .....	41
8.11	CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS .....	42
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	42
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	45
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	45
8.15	COUNTY'S QUALITY ASSURANCE PLAN.....	45
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	46
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION .....	46
8.18	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION .....	46
8.19	FAIR LABOR STANDARDS .....	47
8.20	FORCE MAJEURE .....	47
8.21	GOVERNING LAW, JURISDICTION, AND VENUE .....	47
8.22	INDEPENDENT CONTRACTOR STATUS.....	48
8.23	INDEMNIFICATION .....	48
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE.....	48
8.25	INSURANCE COVERAGE .....	53
8.26	LIQUIDATED DAMAGES .....	55
8.27	MOST FAVORED PUBLIC ENTITY .....	56
8.28	NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	56
8.29	NON-EXCLUSIVITY .....	57
8.30	NOTICE OF DELAYS .....	58
8.31	NOTICE OF DISPUTES .....	58
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	58
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	58

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.34	NOTICES .....	58
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	59
8.36	PUBLIC RECORDS ACT .....	59
8.37	PUBLICITY .....	59
8.38	RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT .....	60
8.39	RECYCLED BOND PAPER .....	65
8.40	LOWER TIER SUBAWARD .....	65
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	67
8.42	TERMINATION FOR CONVENIENCE .....	68
8.43	TERMINATION FOR DEFAULT .....	68
8.44	TERMINATION FOR IMPROPER CONSIDERATION .....	70
8.45	TERMINATION FOR INSOLVENCY .....	70
8.46	TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	71
8.47	TERMINATION FOR NON - APPROPRIATION OF FUNDS .....	71
8.48	VALIDITY .....	71
8.49	WAIVER .....	71
8.50	WARRANTY AGAINST CONTINGENT FEES .....	71
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	72
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ....	72
8.53	TIME OFF FOR VOTING .....	72
8.54	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY .....	72
8.55	INTENTIONALLY OMITTED .....	73
8.56	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES .....	73
8.57	COMPLIANCE WITH COUNTY POLICY OF EQUITY .....	73
8.58	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S) .....	73
8.59	INJURY AND ILLNESS PREVENTION PROGRAM .....	74
8.60	COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL .....	74
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS .....</b>	<b>76</b>
9.1	ALLEGATIONS OF FRAUD AND/OR ABUSE .....	76
9.2	AMERICANS WITH DISABILITIES ACT (ADA) .....	77
9.3	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	77
9.4	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) .....	77
9.5	FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES .....	78

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
9.6	LIMITATION ON CORPORATE ACTS .....	78
9.7	COUNTY'S PREFERENCE PROGRAM.....	79
9.8	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN.....	82
9.9	MODIFICATIONS .....	82
9.10	NEPOTISM .....	84
9.11	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT .....	84
9.12	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION .....	85
9.13	PROBATION AND SUSPENSION.....	86
9.14	TRANSITION OF SUBAWARD SERVICES .....	88
9.15	TRAVEL EXPENSES.....	90
9.16	DRUG-FREE WORKPLACE.....	91
9.17	INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS .....	91
9.18	REMEDIES FOR NON-COMPLIANCE.....	99
9.19	PAYMENT AND PERFORMANCE GUARANTIES.....	99
9.20	SUBAWARD DOCUMENT DELIVERABLES .....	102
9.21	FISCAL REPORTING REQUIREMENTS .....	106
9.22	UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM).....	111
9.23	UNUSUAL OCCURRENCES AND CRIME .....	111
9.24	FEMA PROVISIONS.....	112
<b>10.0</b>	<b>SURVIVAL.....</b>	<b>112</b>

## TABLE OF CONTENTS

### EXHIBITS

Exhibit A (Statement of Work)

Exhibit B1 (Budget)

Exhibit B2 (Budget)

Exhibit B3 (Budget)

Exhibit C1 (Mandated Program Services)

Exhibit C2 (Mandated Program Services)

Exhibit D (County's Administration)

Exhibit E (Subrecipient's Administration)

Exhibit F (COVID-19 Vaccination Certification of Compliance)

Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)

Exhibit G (Safely Surrendered Baby Law)

Exhibit H (Intentionally Omitted)

Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))

Exhibit J (Charitable Contributions Certification)

Exhibit K (Information Security and Privacy Requirements)

Exhibit L (California Civil Rights Laws Certification)

Exhibit M (FEMA Provisions)

Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit)

Exhibit O (Subrecipient's Compliance with Encryption Requirements)

Exhibit P (Definitions)

Exhibit Q (Accounting, Administration and Reporting Requirements)

Exhibit R (Joint Funding Revenue Disclosure)

Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)

Exhibit T (List of Lower Tier Subawards)

## RECITALS

This agreement for services ("Subaward" or "Contract") is made and entered into this **1<sup>st</sup> day of July 2023** by and between the parties identified below:

**County of Los Angeles through its  
Aging and Disabilities Department**  
("County")

County's Business Address:  
**510 South Vermont Avenue  
Los Angeles, CA 90020**

and

**[@ Supplier Name @]**  
("Subrecipient" or "Contractor")

Subrecipient's Business Address:  
**[@ Supplier Address Line1 @]  
[@ Supplier City @], CA [@ Supplier Zip Code @]**

WHEREAS, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 et seq. ("OAA") and the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. ("OCA"), the California Department of Aging ("CDA" or "State") is authorized to administer elements of the OAA and OCA as it relates to the provision of legal advice and representation services from an attorney to older individuals and unpaid family caregivers; and

WHEREAS, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, County has established its Traditional Legal Assistance Program ("TLAP" or "Program"), and County and Subrecipient agree to engage contractually whereby Subrecipient will provide TLAP Services as specified in Exhibit A (Statement of Work) and elsewhere herein in exchange for County's reimbursement to Subrecipient for those Services; and

WHEREAS, Subrecipient warrants that it possesses and will maintain the competence, expertise, and personnel necessary to provide such TLAP Services within County's jurisdictional boundaries for Supervisorial Districts 1, 2, 3, 4 and 5, excluding the City of Los Angeles, throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient will establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of TLAP in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and,

WHEREAS, on [**@ Board Date @**], the Los Angeles County Board of Supervisors authorized the Director of County of Los Angeles Aging and Disabilities Department (“County’s Department Head”) or his/her designee to enter, execute and administer this Subaward.

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

## **1.0 APPLICABLE DOCUMENTS**

- 1.1 Exhibits A, B1, B2, B3, C1, C2, D, E, F, F1, G, I, J, K, L, M, N, O, P, Q, R, S, and T are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward will be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2 Subrecipient's Proposal submitted in response to the Traditional Legal Assistance Program (TLAP) Request for Proposals (RFP) is incorporated and made part of this Subaward. Subrecipient’s misrepresentation of any required element in its Proposal submitted in response to the RFP will be considered an event of default and this Subaward may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda will mean such laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County’s website at: <https://www.lacountyad.org/business>.
- 1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, will be in writing, and will be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.



1.6 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 Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:

- 1.6.1 Exhibit A (Statement of Work)
- 1.6.2 Exhibit B1 (Budget)
- 1.6.3 Exhibit B2 (Budget)
- 1.6.4 Exhibit B3 (Budget)
- 1.6.5 Exhibit C1 (Mandated Program Services)
- 1.6.6 Exhibit C2 (Mandated Program Services)
- 1.6.7 Exhibit D (County's Administration)
- 1.6.8 Exhibit E (Subrecipient's Administration)
- 1.6.9 Exhibit F (COVID-19 Vaccination Certification of Compliance)
- 1.6.10 Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)
- 1.6.11 Exhibit G (Safely Surrendered Baby Law)
- 1.6.12 Exhibit H (Intentionally Omitted)
- 1.6.13 Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))
- 1.6.14 Exhibit J (Charitable Contributions Certification)
- 1.6.15 Exhibit K (Information Security and Privacy Requirements)
- 1.6.16 Exhibit L (California Civil Rights Laws Certification)
- 1.6.17 Exhibit M (FEMA Provisions)
- 1.6.18 Exhibit N (Criteria and Standards for Letters of Credit and Certificates)
- 1.6.19 Exhibit O (Subrecipient's Compliance with Encryption Requirements)
- 1.6.20 Exhibit P (Definitions)
- 1.6.21 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.22 Exhibit R (Joint Funding Revenue Disclosure)

- 1.6.23 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)
- 1.6.24 Exhibit T (List of Lower Tier Subawards)
- 1.7 In addition to the terms and conditions listed herein, Subrecipient must comply with the State's terms and conditions and must obtain the most current version of the CDA contract and any amendments thereto which are available online as follows: [https://www.aging.ca.gov/Providers\\_and\\_Partners/Area\\_Agencies\\_on\\_Aging/Contracts\\_Download\\_Page/](https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Contracts_Download_Page/)
- 1.8 All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Subrecipient pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and will form a part of this Subaward. Subrecipient must comply with all directions and instructions issued by County through these forms of communication.

**2.0 DEFINITIONS AND HEADINGS**

2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These definitions will be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

**2.2 Federal and County Terms**

2.2.1 In compliance with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., the following terms will be used to refer to this Agreement:

2.2.1.1 **Subaward:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and [ @ Supplier Name @ ] for Traditional Legal Assistance Program Subaward Number TLAPXXXXX Subaward Period July 1, 2023 – June 30, 2024;

2.2.1.2 **Subrecipient:** The party to this Agreement who is identified as [ @ Supplier Name @ ]

2.2.1.3 **Lower Tier Subaward:** A third-party agreement; and

2.2.1.4 **Lower Tier Subrecipient:** A third-party

2.2.2 In compliance with County of Los Angeles statutes and Board mandates, the following terms also may be used to refer to this Agreement in certain instances:

2.2.2.1 **Contract:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and [ @ Supplier

Name @] for Traditional Legal Assistance Program  
Subaward Number TLAPXXXXX Subaward Period July 1,  
2023 – June 30, 2024;

2.2.2.2 **Contractor:** The party to this Agreement who is identified as  
[@ Supplier Name @]

2.2.2.3 **Subcontract:** A third-party agreement

2.2.2.4 **Subcontractor:** A third-party

2.2.3 In all cases, when the terms Subaward, Subrecipient, Lower Tier  
Subaward, and Lower Tier Subrecipient are used, then these will have the  
meaning provided herein and as noted in Exhibit P (Definitions).

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Subaward, Subrecipient must fully perform, complete, and deliver on time, all tasks, deliverables, Services, and other work as set forth herein.
- 3.2 If Subrecipient provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Subaward, the same will be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient will have no claim whatsoever against County.
- 3.3 In the performance of this Subaward, Subrecipient must comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.
- 3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient must provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); Budget exhibit(s); and Mandated Program Services exhibit(s).
- 3.6 At County's request, Subrecipient must complete a new Budget exhibit(s) and Mandated Program Services exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents must be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.

- 3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient must adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work), Attachment 1 (Performance Requirements Summary Chart).
- 3.8 The Subaward Sum allocated for any Fiscal Year under this Subaward and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other TLAP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Subaward Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Subaward Sum).
- 3.9 Subrecipient agrees that the performance of Work and Services pursuant to the requirements of this Subaward will conform to accepted professional standards.

**4.0 TERM OF SUBAWARD**

- 4.1 The term of this Subaward will be one (1) year commencing on July 1, 2023, upon execution by the parties, and will continue through June 30, 2024, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).
- 4.2 Following the initial term as set forth in Subparagraph 4.1 above, County will have the sole option to extend the Subaward term for up to three (3) additional one (1) year periods for a maximum total Subaward term of four (4) years. Each such extension option will be exercised at the sole discretion of County's Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.3 Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.
- 4.4 Subrecipient must notify County when this Subaward is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Subrecipient must send written notification to County's Contract Manager at the address herein provided in Exhibit D (County's Administration).

**5.0 SUBAWARD SUM**

**5.1 TOTAL SUBAWARD SUM**

**5.1.1 Cost Reimbursement Subaward**

- 5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s)

set forth in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year or Program Year identified in each such document. This unit rate(s) will remain firm and fixed throughout the entire term of such Fiscal Year or Program Year under this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual, and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc.

5.1.1.2 County will reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work), Budget exhibit(s) and Mandated Program Services exhibit(s). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County will remedy such discrepancy(ies) at County's sole discretion.

5.1.1.3 Subrecipient must track Subaward Sums and contributions. Subrecipient must provide a tracking of Subaward Sums during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.1.2 **Funding Allocations**

5.1.2.1 During the term of this Subaward, Subrecipient will receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **\$[@ Maximum Annual Subaward Sum (Year 1) @]** ("Subaward Sum Year 1") and the year-to-date funding allocation is **\$[@ Maximum Subaward Sum @]** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **\$[@ Maximum Annual Subaward Sum (Year 2) @]** ("Subaward Sum Year 2"); **\$[@ Maximum Annual Subaward Sum (Year 3) @]** ("Subaward Sum Year 3"); and, **\$[@ Maximum Annual Subaward Sum (Year 4) @]** ("Subaward Sum Year 4"). If County exercises all renewal options under this Subaward, the Maximum

Subaward Sum is projected to be **\$[@ Maximum Subaward Sum (Alternate) @]**.

5.1.2.3 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Subaward upon occurrence of any changes to the Subaward Sum. Future allocations of the Subaward Sums will be contingent upon Subrecipient's level of performance/expenditure and the availability and appropriation of funds from Federal, State, and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

**5.1.3 Subaward Sum Year 1 Funding Source(s)**

5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.3.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) original baseline funds

5.1.3.2.1 Subaward Sum: **\$[@ Year 1 Annual Sum (IIIB) @]**

5.1.3.2.2 Service Area: Supervisorial Districts 1, 2, 3, 4 and 5

5.1.3.2.3 Period of Performance: July 1, 2023 – June 30, 2024

5.1.3.2.4 Allocation Letter: Fiscal Year 2023-24 Original Baseline Funding Allocation for Traditional Legal Assistance Program Services

5.1.3.3 Older Americans Act (OAA) Title III E (National Family Caregiver Support Program) original baseline funds

5.1.3.3.1 Subaward Sum: **\$[@ Year 1 Annual Sum (IIIE) @]**

5.1.3.3.2 Service Area: Supervisorial Districts 1, 2, 3, 4 and 5

5.1.3.3.3 Period of Performance: July 1, 2023 – June 30, 2024

5.1.3.3.4 Allocation Letter: Fiscal Year 2023-24 Original Baseline Funding Allocation for Traditional Legal Assistance Program Services

5.1.3.4 Older Americans Act (OAA) Title III E (National Family Caregiver Support Program) FCSP GR original baseline funds

5.1.3.4.1 Subaward Sum: \$[ @ Year 1 Annual Sum (IIIE) @]

5.1.3.4.2 Service Area: Supervisorial Districts 1, 2, 3, 4 and 5

5.1.3.4.3 Period of Performance: July 1, 2023 – June 30, 2024

5.1.3.4.4 Allocation Letter: Fiscal Year 2023-24 Original Baseline Funding Allocation for Traditional Legal Assistance Program Services

**5.2 WRITTEN APPROVAL FOR REIMBURSEMENT**

5.2.1 Subrecipient 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 Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with County's express prior written approval.

**5.3 NOTIFICATION OF 75% OF SUBAWARD SUM**

5.3.1 Subrecipient must maintain a system of record keeping that will allow Subrecipient to determine when it has incurred seventy-five percent (75%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. Upon occurrence of this event, Subrecipient must send written notification to County's Contract Manager at the address provided in Exhibit D (County's Administration).

**5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD**

5.4.1 Subrecipient will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Subrecipient after the expiration or other termination of this Subaward.

Should Subrecipient receive any such payment, Subrecipient must immediately notify County's Contract Manager and must immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward will not constitute a waiver of County's right to recover such payment from Subrecipient. This provision will survive the expiration or other termination of this Subaward.

## 5.5 INVOICES AND PAYMENTS

- 5.5.1 Subrecipient must invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), Mandated Program Services exhibit(s) and elsewhere hereunder. Subrecipient must prepare invoices, which will include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice must be based on actual expenditures and Subrecipient will not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient will not submit an invoice based on 1/12th of the Subaward Sum allocated for any Fiscal Year under this Subaward). Payments to Subrecipient will be based on the information provided by Subrecipient as established in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein, and Subrecipient will be paid only for the tasks, deliverables, goods, Services, budgeted items, and other work approved in writing by County. If County does not approve the Work in writing, no payment will be due to Subrecipient for that Work.
- 5.5.2 Subrecipient's invoices must be priced in accordance with the information provided in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein.
- 5.5.3 Subrecipient's invoices must contain the information set forth in Exhibit A (Statement of Work), Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein, describing the tasks, deliverables, goods, Services, Work hours, budgeted items, and facility and/or other work for which payment is claimed.
- 5.5.4 **Submission of Invoices**
- 5.5.4.1 Subrecipient must prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient must provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. Subrecipient must submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service



(e.g., Subrecipient must submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient must also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.5.4.2 Subrecipient must submit an invoice for each month of Service as directed above and invoices must be submitted in chronological order (e.g., July, August, September, etc.). For example, Subrecipient must not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Subrecipient takes the appropriate measures to adhere to these requirements.

5.5.4.3 When Subrecipient does not incur any expenditures for the month of Service, Subrecipient must prepare an invoice as directed by County so that the invoice reflects zero dollars (\$0) expenditures. Subrecipient must submit the invoice according to the procedures outlined herein and as further directed by County.

5.5.4.4 Subrecipient is responsible for the accuracy of invoices submitted to County. Subrecipient must reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Subrecipient and County agree as follows:

5.5.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds the Subaward Sum allocated for any Fiscal Year under this Subaward. Subrecipient must return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

5.5.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient must immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient must immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

5.5.4.4.3 At County's sole election, overpayment made to Subrecipient may be used to offset future payments due Subrecipient.

5.5.4.5 Subrecipient must submit a complete, accurate, verifiable, and timely invoice for each month of Service as directed above. Subrecipient must also submit a complete, accurate, verifiable, and timely final year-end invoice as also directed above. Subrecipient's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Subrecipient's continued non-compliance with County's invoicing policies and procedures may lend Subrecipient to remedies which County may impose at County's sole discretion.

## 5.5.5 **County Approval of Invoices**

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

5.5.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs, Subrecipient may be removed from eligibility for future cash advances (if cash advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

## 5.5.6 **Payments to Subrecipient**

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums, or modifications thereto. Such payment will not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has no obligation to pay for any work except those Services expressly authorized by this Subaward.

5.5.6.2 Payments to Subrecipient will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph 5.5.6, an undisputed invoice will mean an invoice which does not contain errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient must promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.5.6.3 All payments for Services provided under the terms of this Subaward will be made to Subrecipient using Subrecipient's legal name and taxpayer identification number. Subrecipient will not request payments to be made to third-party vendors or any vendor which Subrecipient may use in the performance of this Subaward (i.e., Lower Tier Subrecipients). For purposes of this Subaward, Subrecipient's legal name is identified as the name on Subrecipient's articles of incorporation, charter or other legal document that was used to create Subrecipient's organization.

### 5.5.6.4 **Past Due Invoice**

5.5.6.4.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the

Services were rendered will constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County will have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.

#### **5.5.6.5 Method of Compensation Adjustment**

5.5.6.5.1 During any Fiscal Year period within the term of this Subaward, County, at its sole discretion, has the option of altering the monthly method of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that the Subaward Sum will be completely depleted before the end of a Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.

5.5.6.5.2 In no event will County's decision to alter the method of compensation affect the Term, the Subaward Sum allocated for any Fiscal Year under this Subaward, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

#### **5.5.7 Subaward-Related Documents**

5.5.7.1 Subrecipient must complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents must include,

but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit E (Subrecipient's Administration); Exhibit F (COVID-19 Vaccination Certification of Compliance); Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit J (Charitable Contributions Certification); Exhibit L (California Civil Rights Laws Certification); Exhibit M (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); Exhibit O (Subrecipient's Compliance with Encryption Requirements); Exhibit R (Joint Funding Revenue Disclosure); and Exhibit T (List of Lower Tier Subawards).

**5.5.8 Local Small Business Enterprise (Local SBE) – Prompt Payment Program**

5.5.8.1 It is the intent of County that Certified Local SBEs will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice that has been properly matched against a receiving or shipping document, service deliverable or payment schedule, or any other validation of receipt document.

**5.6 COST OF LIVING ADJUSTMENTS (COLA's)**

5.6.1 If requested by Subrecipient, the Subaward hourly, daily, monthly or Unit Rate amount may at the sole discretion of County, be increased annually based on the most recent published percentage change in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the Subaward anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County of Los Angeles employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLA will be granted. Where County decides to grant a COLA pursuant to this Subparagraph for living wage subawards, County may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing Services under this Subaward) from the base upon which a COLA is calculated, unless Subrecipient can show that its labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Subaward, it shall require a written amendment to this Subaward first, that has been formally approved and executed by the parties. At no time shall any increase in the Subaward hourly, daily, monthly or Unit Rate amount,

or COLA adjustment, ever result in the Subaward Sum exceeding the Subaward Sum or Maximum Subaward Sum.

## 5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

5.7.1 Subaward Sums may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward must be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Subrecipient must comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and must adhere to the strict administrative and fiscal standards described therein. Subrecipient will be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available via the Internet at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75> and [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). Subrecipient must also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

### 5.7.3 Limitations on Subaward Sums

5.7.3.1 Subrecipient will not be paid for any Subaward expenditures that exceed the Subaward Sum allocated for any Fiscal Year under this Subaward. County has no obligation, whatsoever, to pay for any expenditures that exceed this Subaward Sum. Any expenditures that exceed such Subaward Sum will become the sole fiscal responsibility of Subrecipient.

5.7.3.2 Subrecipient must only expend the Subaward Sum during the Fiscal Year for which it is allocated. Should County exercise its option to extend this Subaward and Subrecipient does not expend funding up to the Subaward Sum appropriated for the Fiscal Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year.

### 5.7.4 Prohibitions on Subaward Sums

5.7.4.1 Subrecipient must comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan, or cooperative agreement. Subrecipient must

also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and must provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

- 5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward will be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.
- 5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County, or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.
- 5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.
- 5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.
- 5.7.4.6 Subrecipient and any approved Lower Tier Subrecipient(s) must comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

**5.8 OTHER SUBAWARDS**

- 5.8.1 Subrecipient must immediately notify County's Contract Manager in writing of any contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward. A copy of any such contracts must be kept on file at Subrecipient's offices and must be provided to County upon request. Subrecipient must also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.
- 5.8.2 Subrecipient warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Subaward.

**5.9 JOINT FUNDING REVENUES**

- 5.9.1 Funds made available under this Subaward will supplement and not supplant any other Federal, State, or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs

incurred by Subrecipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient must complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient must submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

**5.10 FEDERAL AWARD INFORMATION**

- 5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but no limited to, the following: Federal Award Identification Number (FAIN), Assistance Listings Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and any approved Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient must provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.
- 5.10.2 Subrecipient Name: [@ Supplier Name @]
- 5.10.3 Subrecipient's UEI Number: [@ Subrecipient's UEI Number @]
- 5.10.4 Federal Award Identification Number (FAIN): [@ FAIN Number @]
- 5.10.5 Federal Award Date: July 1, 2023
- 5.10.6 Subaward Period of Performance Start and End Date: July 1, 2023 – June 30, 2024
- 5.10.7 Amount of Federal Funds Obligated by this Action: \$[@ Amount of Federal Funds Obligated @]
- 5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): \$[@ Total Amount of Federal Funds Obligated to Subrecipient @]
- 5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$[@ Total Amount of Federal Award @]
- 5.10.10 Federal Award Project Description: Federal Title IIIB 3BSL and Federal Title III E 3EFL
- 5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and



Human Services, Administration for Community Living; California Department of Aging; and County. Refer to Exhibit D (County's Administration) for County contact information.

- 5.10.12 Assistance Listings Number and Title: 93.044 – Special Programs for the Aging, Title III, Part B (Grants for Supportive Services and Senior Centers); 93.052 – National Family Caregiver Support. Title III, Part E.
- 5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.
- 5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

#### 5.11 **SUBRECIPIENT INDIRECT COSTS**

- 5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is ten percent (10%) of Subrecipient's modified total direct costs for Title III B Program Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).
- 5.11.2 Subrecipient must ensure that it has an approved indirect cost rate accepted by all Federal awarding agencies or an allocation plan approved by County, which documents the methodology used to determine the indirect costs, prior to reporting any indirect costs on Budget exhibit(s) and/or requesting reimbursement for such costs. Subrecipient must maintain documentation of its approved indirect cost rate/allocation plan in accordance with the requirements noted under Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 5.11.3 Subrecipient must not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind for purposes of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.
- 5.11.4 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].

- 5.11.5 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and WDACS/AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) which is available on-line at <https://www.lacountyad.org/business>.

## 5.12 **MATCH CONTRIBUTION**

- 5.12.1 Subrecipient must provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution must be reflected in Budget exhibit(s). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution and/or an in-kind match contribution. This match is calculated as a percentage of the Subaward Sum allocated for any Fiscal Year under this Subaward as reflected in Paragraph 5.0 (Subaward Sum).

- 5.12.2 The required match contribution is as follows:

5.12.2.1 OAA Title III B is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentages as necessary.

5.12.2.2 OAA Title III E is twenty five percent (25%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentages as necessary.

### 5.12.3 **Forms of Match Contributions**

#### 5.12.3.1 **Match Cash Contribution**

5.12.3.1.1 A match cash contribution is a monetary donation which is provided by Subrecipient (such as general funds), non-Federal third parties (such as partner organizations) and/or non-Federal grants and is given to Subrecipient to accomplish the goals of the Program Services.

#### 5.12.3.2 **Match In-Kind Contribution**

5.12.3.2.1 A match in-kind contribution is a non-monetary donation of goods, properties or services which are provided by either Subrecipient or non-Federal entities without charge to the Program Services for which they are donated; it is the value of non-cash contributions donated to support Program Services. In-kind contributions typically take the form of the value of personnel, goods and/or services which may include donations of volunteer services, space,

equipment, etc. and this value is determined by using the fair market value method. Using sales of comparable property or the cost of comparable services is a method which can be used to determine the fair market value of an in-kind match contribution.

**5.12.3.3 Determination of In-Kind Volunteer Services**

5.12.3.3.1 Volunteer services may be used to meet the match contribution requirement and must be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match must not exceed more than fifty percent (50%) of the required match contribution.

5.12.3.3.2 The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services must be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent must be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

**5.13 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

5.13.1 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/Subaward (that is, "Contract") with 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).

5.13.2 Subrecipient (that is, "Contractor") must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and Contractor 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.

5.13.3 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.

- 5.13.4 At any time during the duration of the agreement/Contract, 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 County, will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF SUBAWARD - COUNTY**

### **6.1 COUNTY ADMINISTRATION**

- 6.1.1 A listing of all County Administration referenced in the following Subparagraphs is provided in Exhibit D (County's Administration). County will notify Subrecipient in writing of any change in the names or addresses shown. Said changes do not require an amendment to this Subaward.

### **6.2 COUNTY'S CONTRACT MANAGER**

- 6.2.1 The role of County's Contract Manager or his/her designee may include:
  - 6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.
  - 6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.
  - 6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).
  - 6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

### **6.3 COUNTY'S PROGRAM MANAGER**

- 6.3.1 The role of County's Program Manager or his/her designee may include:
  - 6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.
  - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

#### 6.4 **COUNTY'S COMPLIANCE MANAGER**

6.4.1 The role of County's Compliance Manager or his/her designee may include:

6.4.1.1 Verifying Subrecipient's compliance with the requirements of this Subaward.

6.4.1.2 Overseeing and monitoring the delivery of Services. However, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.4.1.3 Ensuring that the objectives of this Subaward are met.

#### 6.5 **COUNTY'S BUSINESS HOURS**

6.5.1 County's business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).

6.5.2 County recognizes specific holidays during which time its offices will be closed for business. A listing of these holidays is provided in Exhibit A (Statement of Work), Attachment 2 (County Recognized Holidays).

### 7.0 **ADMINISTRATION OF SUBAWARD - SUBRECIPIENT**

#### 7.1 **SUBRECIPIENT ADMINISTRATION**

7.1.1 A listing of all Subrecipient's Administration referenced in the following Subparagraphs is provided in Exhibit E (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any change in the names or addresses shown. Said changes do not require an amendment to this Subaward.

#### 7.2 **SUBRECIPIENT'S PROJECT MANAGER**

7.2.1 Subrecipient's Project Manager is designated in Exhibit E (Subrecipient's Administration). Subrecipient must notify County's Contract Manager in writing of any change in the name or address of Subrecipient's Project Manager immediately upon occurrence of the change but no later than five (5) business days after the change is effective.

7.2.2 Subrecipient's Project Manager will be responsible for Subrecipient's day-to-day activities as related to this Subaward and will meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.

7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work).

### 7.3 APPROVAL OF SUBRECIPIENT'S STAFF

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

### 7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

7.4.1 Subrecipient will provide, at Subrecipient's expense, all staff/employees providing Services under this Subaward with a photo identification badge ("badge"). The badge must be developed in accordance with County's specifications. Subrecipient must obtain approval for the format and content of the badge from County's Program Manager prior to Subrecipient creating, issuing, or implementing use of the badge.

7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, must prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a County representative to leave a County facility if Subrecipient's staff does not have the photo identification badge on his/her person and Subrecipient's staff must immediately comply with such request.

7.4.3 Subrecipient must notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient must retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Subrecipient.

7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient must retrieve and immediately destroy an employee's badge at the time the employee is removed from working on this Subaward.

### 7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Each of Subrecipient's or Lower Tier Subrecipient's, as applicable, staff/employees providing Services under this Subaward who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation must be conducted on an annual basis throughout the entire term of this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but must not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client

when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

- 7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).
- 7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).
- 7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).
- 7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).
- 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).
- 7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient must comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 No member of Subrecipient's staff providing Services under this Subaward shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.5.5 Subrecipient and its staff, including all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Program Manager. Subrecipient must inform its staff, including

all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward of said obligation. Subrecipient must maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

7.5.6 Subrecipient must immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer, or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient must not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 will not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.6 **CONFIDENTIALITY**

7.6.1 Subrecipient 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, Program memoranda 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 Subrecipient 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 Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph 7.6, Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 7.6 must be conducted by Subrecipient and performed by counsel selected by Subrecipient 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 Subrecipient 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 Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient 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 Subrecipient must inform all its officers, employees, agents, and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

7.6.4 Subrecipient must sign and adhere to the provisions of Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Subrecipient and any approved Lower Tier Subrecipient must ensure that all Protected Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information will remain in force until superseded by laws, regulations, or policies.

7.6.5.2 Subrecipient and any approved Lower Tier Subrecipient must protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.

7.6.5.3 Subrecipient and any approved Lower Tier Subrecipient must not use PSCI for any purpose other than carrying out Subrecipient's obligations under this Subaward. PSCI must include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as fingerprint, voice print or a photograph.

7.6.5.4 Subrecipient and any approved Lower Tier Subrecipient must not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient must forward

all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

7.6.5.5 Subrecipient and any approved Lower Tier Subrecipient may allow Client to authorize the release of information to specific entities, but must not request or encourage Client to give a blanket authorization or sign a blank release, nor will Subrecipient accept such blanket authorization from Client.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.2 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time will not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.4 The following events will also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:

8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and will immediately notify Subrecipient of said Amendment and the justification thereto.

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated, or the Program is modified for any reason (such that funding is reduced, or the Scope of Work is changed), County may in

its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

**8.1.5 Change Notice**

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a Change Notice Program memorandum or an administrative directive which will all have the same effect as an Amendment. Such Change Notice will be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice will be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient must adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

**8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

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

8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Subaward (that is, "Contract"), whether in whole or in part, without the prior written consent of County, in its sole 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 Subparagraph 8.2, County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by 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 Contractor may have against County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same

by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "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 this 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**

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Authorized Representative").

8.3.2 Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work). In the event the Authorized Representative is not available during these specified days and times, he/she must ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee must have the ability and authority to act as a proxy on behalf of Authorized Representative, and this authority must also be evidenced in writing by Authorized Representative. Authorized Representative must further ensure that he/she can be contacted by his/her designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).

#### 8.3.3 **Board of Directors' Resolution**

8.3.3.1 Subrecipient must submit its Board of Directors' resolution, which provides written evidence to support the delegated authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence must adhere to the following requirements outlined in this Subparagraph 8.3.3.

8.3.3.2 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient must submit to County a copy of its resolution, order, or motion which has been approved by its Governing Body (e.g., City Council) and signed by the presiding chairperson/president of the Governing Body. If Subrecipient is a private non-profit entity, Subrecipient must submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.

8.3.3.3 Subrecipient's resolution, order, motion, or other authorization must contain the following elements: reference to this Subaward by name and number; authorize execution of this Subaward; identify Authorized Representative and any designee who will execute the original Subaward and any subsequent amendments to this Subaward (Authorized Representative and any designee must be specified in Exhibit E (Subrecipient's Administration)); and approve and accept Subaward Sums. In the event there is a change in Authorized Representative, Subrecipient must provide County a revised resolution, order, motion, or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

#### 8.4 BUDGET REDUCTIONS

8.4.1 In the event that County's Board of Supervisors adopts, in any Fiscal Year or Program 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, County reserves the right to reduce its payment obligation under this Subaward correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Subaward (including any extensions), and the Services to be provided by Subrecipient under this Subaward will also be reduced correspondingly. County's notice to Subrecipient 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, Subrecipient must continue to provide all of the Services set forth in this Subaward.

#### 8.5 COMPLAINTS

- 8.5.1 Subrecipient must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient must provide County's Program Manager with Subrecipient's policy for receiving, investigating, and responding to Client complaints.
- 8.5.2 County will review Subrecipient's policy and provide Subrecipient with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in Subrecipient's policy, Subrecipient must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's policy, Subrecipient must submit proposed changes to County's Program Manager for approval before implementation.

- 8.5.5 Subrecipient must preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses must be sent to County's Program Manager within five (5) business days of mailing to the complainant.
- 8.5.8 Subrecipient must provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient must ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.
- 8.5.9 Subrecipient must provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance will be final and irrevocable.
- 8.5.10 At a minimum, Subrecipient must incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

**8.6 COMPLIANCE WITH APPLICABLE LAWS**

- 8.6.1 In the performance of this Subaward, Subrecipient must comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient must also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.
- 8.6.2 Subrecipient 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 Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 will be conducted by Subrecipient and performed by counsel selected by Subrecipient 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 Subrecipient 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 Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or more, Subrecipient must also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); Environmental Protection Agency Regulations (Title 40 Code of Federal Regulations Part 29 and Executive Order 11738); State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies, and procedures of the Federal, State and County authorities, as applicable.
- 8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it will comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient must pay all Federal and State payroll taxes; and Subrecipient must make all tax deposits required by Federal and State laws within the time limits required.
- 8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements, or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit, and evaluation requirements will be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

**8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 [Title 42 United States Code Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, 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 Subaward or under any project, program, or activity supported by this Subaward. Additionally, Subrecipient certifies to County:

8.7.1.1 Subrecipient has a written policy statement prohibiting discrimination in all phases of employment.

8.7.1.2 Subrecipient periodically conducts a self-analysis or utilization analysis of its work force.

8.7.1.3 Subrecipient has a system for determining if its employment practices are discriminatory against protected groups.

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

8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or more, Subrecipient must not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph 8.7.2, "subaward" includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of one hundred thousand dollars (\$100,000) or more for the Fiscal Year or Program Year (where the subaward or contract funds originate from the State).

8.7.3 Subrecipient must ensure compliance with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) as directed by County and as a condition of executing this Subaward. The California Civil Rights Laws Certification ensures Subrecipient's compliance with the Unruh Civil Rights Act (California Civil Code Section 51) and the Fair Employment and Housing Act (California Government Code Section 12960), and further ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.

## 8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

### 8.8.1 Jury Service Program

8.8.1.1 This Subaward (that is, "Contract") is subject to the provisions of 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**

8.8.2.1 Unless Subrecipient (that is, "Contractor") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its employees will receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deducts from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "Contractor" means a person, partnership, corporation, or other entity which has a contract with 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 (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of 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 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 Contractor uses any Lower Tier Subrecipient (that is, "Subcontractor") to perform Services for County under this Contract, the Subcontractor will also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8 will be inserted into any such Lower Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County's Contract Manager if Contractor at any time either comes within the

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

8.8.2.4 Contractor's violation of this Subparagraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**8.9 CONFLICT OF INTEREST**

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

8.9.2 Subrecipient must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient 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 County's Compliance Manager. 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 Subparagraph 8.9 will be a material breach of this Subaward.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST**

8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS**

8.11.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract"), Contractor will give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractor must report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [Bizdev@opportunity.lacounty.gov](mailto:Bizdev@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

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

**8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.12.1 Responsible Contractor**

8.12.1.1 A responsible Subrecipient (that is, "Contractor") is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this Subaward (that is, "Contract"). It is County's policy to conduct business only with responsible contractors.

**8.12.2 Chapter 2.202 of the County Code**

8.12.2.1 Subrecipient (that is, "Contractor") is hereby notified that, in accordance [Chapter 2.202 of the County Code](#), if County acquires information concerning the performance of Contractor on this Subaward (that is, "Contract") or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar 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 which Contractor may have with County.

**8.12.3 Non-responsible Contractor**

8.12.3.1 County may debar Subrecipient (that is, "Contractor") if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non-profit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a non-profit corporation created by 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 County or any other public entity.

**8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that Subrecipient (that is, "Contractor") may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) 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.

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

8.12.5 **Subcontractors of Contractor**

8.12.5.1 These terms will also apply to Lower Tier Subrecipients (that is, "Subcontractors") of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing

State-funded or Federally funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

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

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 Subrecipient (that is, "Contractor") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this Subaward (that is, "Contract") to comply with all applicable provisions of law, 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**

8.15.1 County or its agent will monitor Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of

Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, 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 Subrecipient will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Subrecipient or employees or agents of Subrecipient. Such repairs must be made immediately after Subrecipient has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Subrecipient 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 Subrecipient by cash payment upon demand.

**8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 Subrecipient 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 Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient 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. Subrecipient must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Subrecipient must indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Subrecipient or 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 Subaward.

**8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION**

- 8.18.1 This Subaward 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 Subaward. 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.
- 8.18.2 County and Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party,

when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 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 Subaward.

## 8.19 FAIR LABOR STANDARDS

8.19.1 Subrecipient must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless 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 Subrecipient's employees for which 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 Subaward, 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 lower tier subrecipients), 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 Subparagraph 8.20 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower Tier Subrecipient, and without any fault or negligence of either of them. In such case, Subrecipient will not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.

8.20.3 In the event Subrecipient's failure to perform arises out of a force majeure event, Subrecipient 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

8.21.1 This Subaward will be governed by, and construed in accordance with, the laws of the State of California. Subrecipient agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the



State of California for all purposes regarding this Subaward, and further agrees and consents that venue of any action brought hereunder will be exclusively in County of Los Angeles.

**8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Subrecipient. 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 Subrecipient will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. 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 Subrecipient.
- 8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient 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 Subrecipient pursuant to this Subaward.
- 8.22.4 Subrecipient must adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

**8.23 INDEMNIFICATION**

- 8.23.1 Subrecipient must indemnify, defend, and hold harmless 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 Subaward, except for such loss or damage arising from the sole negligence or willful misconduct of County indemnitees.

**8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

- 8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum insurance coverage terms, types, and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this

Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

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

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Subrecipient's General Liability policy, must be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Subaward.

8.24.2.2 Renewal Certificates must be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Subaward 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 Subrecipient identified as the contracting party in this Subaward. 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.

8.24.2.4 Neither County's failure to obtain, nor 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 Subrecipient, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
Aging and Disabilities Department  
Contracts Management Division  
Attention: County's Contract Manager  
510 South Vermont Avenue  
Los Angeles, CA 90020

8.24.2.6 Subrecipient also must promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also must promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any approved Lower Tier Subrecipients which arises from or relates to this Subaward, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

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

8.24.3.1 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of Subrecipient's acts or omissions, whether such liability is attributable to Subrecipient or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed 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**

8.24.4.1 Subrecipient must provide County with, or Subrecipient'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's Contract Manager 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 this Subaward, in the sole discretion of County, upon which County may suspend or terminate this Subaward.

8.24.5 **Failure to Maintain Insurance**

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

8.24.6 **Insurer Financial Ratings**

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

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

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

8.24.8 **Waivers of Subrogation**

8.24.8.1 To the fullest extent permitted by law, Subrecipient 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 Subaward. Subrecipient must require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.9 **Lower Tier Subrecipient Insurance Coverage Requirements**

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

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

8.24.10.1 Subrecipient's policies will not obligate County to pay any portion of any Subrecipient deductible or SIR. County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Subrecipient'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**

8.24.11.1 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 Subaward. Subrecipient understands and agrees it will maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination, or cancellation.

8.24.12 **Application of Excess Liability Coverage**

8.24.12.1 Subrecipient 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**

8.24.13.1 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**

8.24.14.1 County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. 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**

8.24.15.1 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**

8.25.1.1 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	\$1 million
Aggregate:	
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability**

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Subrecipient 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 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 Subrecipient'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 **Intentionally Omitted**

8.25.5 **Professional Liability, Errors, and Omissions Coverage**

8.25.5.1 Insurance covering Subrecipient's liability arising from or related to this Subaward, with limits of not less than one

million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, Subrecipient understands and agrees it will maintain such coverage for a period of not less than three (3) years following this Subaward's expiration, termination, or cancellation.

8.25.6 **Intentionally Omitted**

8.25.7 **Sexual Misconduct Liability**

8.25.7.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) 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.

8.25.8 **Cyber Insurance Liability**

8.25.8.1 Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least three million dollars (\$3,000,000) per occurrence and in the aggregate during the term of Subaward, 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 Subaward. Subrecipient must add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon 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 Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.9 **Intentionally Omitted**

8.26 **LIQUIDATED DAMAGES**

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

8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Subaward that County's Department Head or his/her designee deems are correctable by Subrecipient over a certain time span, County's Department Head or his/her designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Department Head or his/her designee may take any of the actions identified in Subparagraph 8.26.3.

8.26.3 **Remedies for Non-Performance of Subaward**

8.26.3.1 County may deduct from Subrecipient's payment, pro rata, those applicable portions of the monthly Subaward Sum at County's sole discretion.

8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction will be one hundred dollars (\$100) or as specified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). Subrecipient will be liable to County for liquidated damages in said amount and this amount will be deducted from County's payment to Subrecipient.

8.26.3.3 Upon giving five (5) days' notice to Subrecipient for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 Subrecipient from County, as determined by County.



- 8.26.4 The action noted in Subparagraph 8.26.3 will not be construed as a penalty, but as adjustment of payment to Subrecipient to recover County cost due to the failure of Subrecipient to complete or comply with the provisions of this Subaward.
- 8.26.5 This Subparagraph 8.26 must not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) or Subparagraph 8.26.3, and must not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) or assessing actual costs of the damage.

**8.27 MOST FAVORED PUBLIC ENTITY**

- 8.27.1 If Subrecipient's prices decline, or should Subrecipient at any time during the term of this Subaward 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 Subaward, then such lower prices must be immediately extended to County.

**8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 Subrecipient (that is, "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 County each of the following:
  - 8.28.2.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - 8.28.2.2 Contractor periodically conducts a self-analysis or utilization analysis of its work force.
  - 8.28.2.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  - 8.28.2.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 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 Contractor certifies and agrees that it will deal with any approved Lower Tier Subrecipients (that is, "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 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies must 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 Subaward (that is, "Contract") or under any project, program or activity supported by this Contract.

8.28.6 Contractor will allow County representatives access to Contractor's employment records during County's business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.

8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While 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 Contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, 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**

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

**8.30 NOTICE OF DELAYS**

8.30.1 Except as otherwise provided under this Subaward, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Subaward, 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**

8.31.1 Subrecipient must bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Subrecipient regarding the performance of Services as stated in this Subaward. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Department Head, or his/her designee will resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

8.32.1 Subrecipient must notify its employees, and will require each Lower Tier Subrecipient 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 (IRS) Notice 1015.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

8.33.1 Subrecipient (that is, "Contractor") must notify and provide to its employees, and will require each Lower Tier Subrecipient (that is, "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 Subaward (that is, "Contract"). Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

**8.34 NOTICES**

8.34.1 All notices or demands required or permitted to be given or made under this Subaward 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 Exhibit D (County's Administration) and Exhibit E (Subrecipient's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or his/her designee will have the authority to issue all notices or demands required or permitted by County under this Subaward.

8.35 **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

8.35.1 Notwithstanding the above, Subrecipient and County agree that, during the term of this Subaward and for a period of one (1) 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 Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act), and which are marked "trade secret", "confidential" or "proprietary". 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 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", Subrecipient agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 **PUBLICITY**

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

8.37.1.1 Subrecipient must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Subaward, Subrecipient 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 County without the prior written consent of County's Contract Manager. County will not unreasonably withhold written consent.

8.37.2 Without the prior written consent of County, Subrecipient may indicate in its proposals and sales materials that it has been granted this Subaward with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 will apply.

8.37.3 Subrecipient will not use or display the official seal of County of Los Angeles or the logo of Workforce Development, Aging and Community Services on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

8.38 **RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT**

8.38.1 **Record Retention Requirements**

8.38.1.1 Subrecipient must maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient must also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient must further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient must ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

8.38.1.2 Subrecipient must adhere to the requirements of the authorized retention period, which will be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which will be communicated to Subrecipient in writing).

8.38.1.3 All such material must be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at

County's option, Subrecipient must pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Subrecipient must dispose of, shred, or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient must obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient must notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction must be provided to County's Contract Manager upon County's request.

## 8.38.2 Access to Records

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), must have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward must not be limited to the authorized retention period but must last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient must preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient must ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient must maintain all records relative to such action and must make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

8.38.2.4 County reserves the right to take physical custody of Subrecipient's records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

### 8.38.3 **Monitoring Reviews**

8.38.3.1 Subrecipient must provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County will supervise, monitor, and specify the kind, quality, appropriateness, timeliness, and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient must extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient must provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) will not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 will also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which will be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any

premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

8.38.3.3 Subrecipient must be responsible for monitoring the activities of any approved Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient must conduct on-site fiscal and program monitoring reviews which must be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient must ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

**8.38.4 Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend seven hundred fifty thousand dollars (\$750,000) or more in a year in Federal awards, including pass-through awards, must obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient must ensure that such audit will be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient must submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter must be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient must obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient must submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year



(or Program Year), Subrecipient must make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient must comply with the review and audit requirements which must be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient must file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference will be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference will be paid to Subrecipient by County by cash payment, provided that in no event will County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

**8.38.5 Failure to Comply With Requirements**

8.38.5.1 Failure on the part of Subrecipient to comply with any of the provisions of this Subparagraph 8.38 will constitute a material

breach of this Subaward upon which County may terminate or suspend this Subaward.

**8.39 RECYCLED BOND PAPER**

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

**8.40 LOWER TIER SUBAWARD**

8.40.1 Subrecipient will not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County will be deemed a material breach of this Subaward. Subrecipient must provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and must allow County up to sixty (60) days to complete its review process. As such, Subrecipient must ensure that it provides the Lower Tier Subaward to County well in advance of its intended date to execute the Lower Tier Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient must factor up to sixty (60) days into its timeline to account for County's review process).

8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient must complete Exhibit T (List of Lower Tier Subawards) and at County's request must promptly provide the following information either on or along with Exhibit T (List of Lower Tier Subawards):

8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.

8.40.2.2 A draft copy of the proposed Lower Tier Subaward.

8.40.2.3 Other pertinent information and/or certifications requested by County.

8.40.3 Subrecipient must indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.

8.40.4 Subrecipient will remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.

- 8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party will not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying any approved Lower Tier Subrecipients of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient must forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Subrecipient will be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).
- 8.40.8 Subrecipient must obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance must also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient must ensure delivery of all such documents to County's Contract Manager or designee.
- 8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County will outline the reason(s) for the amendment and Subrecipient must comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient must provide a draft copy of the proposed amendment to County's Contract Manager, and must allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient must forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Subrecipient must adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.
- 8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all

applicable provisions, and requirements of this Subaward must be made applicable to such Lower Tier Subaward. To this end, Subrecipient must include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number TLAPXXXXX with County of Los Angeles Aging and Disabilities Department and will be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward must inure to the benefit of County of Los Angeles.

- 8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward will not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.
- 8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient must maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.
- 8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Subaward may be disallowed, resulting in Subrecipient's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.
- 8.40.15 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) for Lower Tier Subrecipient(s) as a condition of executing this Subaward.

8.41 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.41.1 Failure of Subrecipient (that is, "Contractor") to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of

Adherence to County's Child Support Compliance Program), will constitute default under this Subaward (that is, "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 ninety (90) calendar days of written notice will be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 County may terminate this Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Subrecipient 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 thirty (30) calendar days after the notice is sent.

8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Subrecipient must immediately:

8.42.2.1 Stop Work under this Subaward on the date and to the extent specified in such notice;

8.42.2.2 Complete performance of such part of the Work as would not have been terminated by such notice;

8.42.2.3 Transfer title and deliver to County all completed Work and Work in progress.

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

**8.43 TERMINATION FOR DEFAULT**

8.43.1 County may, by written notice to Subrecipient, terminate the whole or any part of this Subaward, if, in the judgment of County:

8.43.1.1 Subrecipient has materially breached this Subaward; or

8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Subaward; or

8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails

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

- 8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient will continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.
- 8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to acts of nature or of the public enemy, acts of 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 Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.
- 8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, 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 Subparagraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

**8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 County may, by written notice to Subrecipient (that is "Contractor"), immediately terminate the right of Contractor to proceed under this Subaward (that is, "Contract") if it is found that consideration, in any form, was offered or given by 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 Contractor's performance pursuant to 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.
- 8.44.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 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 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of Subrecipient. Subrecipient 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 Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding Subrecipient under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for Subrecipient; or
  - 8.45.1.4 The execution by Subrecipient of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of County provided in this Subparagraph 8.45 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

**8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

**8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS**

8.47.1 Notwithstanding any other provision of this Subaward, County will not be obligated for Subrecipient's performance hereunder or by any provision of this Subaward during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for this Subaward in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Subaward, then this Subaward will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County will notify Subrecipient in writing of any such non-allocation of funds at the earliest possible date.

**8.48 VALIDITY**

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

**8.49 WAIVER**

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

**8.50 WARRANTY AGAINST CONTINGENT FEES**

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

8.50.2 For breach of this warranty, County will have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum 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**

8.51.1 Subrecipient 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 Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward 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**

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

**8.53 TIME OFF FOR VOTING**

8.53.1 Subrecipient must notify and provide its employees, and must require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to [California Elections Code Section 14000](#). Not less than ten (10) days before every statewide election, Subrecipient and any approved Lower Tier Subrecipient(s) 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 HUMAN TRAFFICKING POLICY**

8.54.1 Subrecipient (that is, "Contractor") acknowledges that County has established a Zero Tolerance Human Trafficking Policy which prohibits Contractor and member of Contractor's staff from engaging in human trafficking.

8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Subaward (that is, "Contract"). County will not be under any obligation

to disclose confidential information regarding the offense(s) other than those required by law.

8.54.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.54 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 PRACTICES**

8.56.1 Subrecipient (that is, "Contractor"), and its Lower Tier Subrecipient(s) must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). History. Contractor's violation of this Subparagraph 8.56 may constitute a material breach of this Subaward (that is, "Contract"). In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.57 **COMPLIANCE WITH COUNTY POLICY OF EQUITY**

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

8.58 **PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

8.58.1 A Proposer, or a Subrecipient (that is, "Contractor") or its subsidiary or Lower Tier Subrecipient (that is, "Subcontractor") ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if 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 Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision will result in the disqualification of Proposer/Contractor from participation in County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Subaward (that is, "Agreement").

**8.59 INJURY AND ILLNESS PREVENTION PROGRAM**

8.59.1 Subrecipient 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 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL**

8.60.1 At Subrecipient's (that is, "Contractor's") sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Subaward (that is, "Contract"), and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.60.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation:

8.60.3.1 Official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card");

8.60.3.2 Copy (including a photographic copy) of a Vaccination Record Card;

8.60.3.3 Documentation of vaccination from a licensed medical provider;

8.60.3.4 A digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays

to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or

- 8.60.3.5 Documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards.
- 8.60.4 Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this Subparagraph 8.60.3. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 8.60.5 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of the Contractor Personnel's testing results. Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - 8.60.5.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation, or order.
  - 8.60.5.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - 8.60.5.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 8.60.6 In addition to complying with the requirements of this Subparagraph 8.60, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE**

#### **9.1.1 Fraud Prevention Reporting**

9.1.1.1 Subrecipient's staff working on this Subaward must immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

#### **9.1.2 Child Abuse Reporting**

9.1.2.1 Subrecipient's staff working on this Subaward must comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Subrecipient's staff working on this Subaward must also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff must submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

#### **9.1.3 Elder and Dependent Adult Abuse Reporting**

9.1.3.1 Subrecipient's staff working on this Subaward must comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Subrecipient's staff working on this Subaward must report the abuse and must submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

#### **9.1.4 Withholding of Payment**

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Subaward Sum allocated for any Fiscal Year under this Subaward or the entire amount of the final year-end invoice,

whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse will include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

**9.2 AMERICANS WITH DISABILITIES ACT (ADA)**

9.2.1 Subrecipient must abide by all applicable Federal, State, and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Subrecipient's operations. Subrecipient must submit demonstrable evidence of such undue financial burden to County in such circumstances.

**9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipient (that is, "Contractor") to complete Exhibit J (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Subaward (that is, "Contract"), debarment proceedings or both ([County Code Chapter 2.202](#)). Prior to the commencement of this Contract, Contractor must submit the completed Exhibit J (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

**9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient

creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

## 9.5 **FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES**

- 9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Subrecipient must adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).
- 9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

## 9.6 **LIMITATION ON CORPORATE ACTS**

- 9.6.1 Subrecipient must not amend its articles of incorporation or bylaws, move to dissolve, or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient must notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.
- 9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this Subaward, County may, at its sole discretion, take any (or all) of the following actions:
  - 9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.
  - 9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.
  - 9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

9.7 **COUNTY'S PREFERENCE PROGRAM**

9.7.1 **Local Small Business Enterprise Preference Program**

9.7.1.1 This Subaward (that is, "Contract") is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise ("LSBE") Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.7.1.2 Subrecipient (that is, "Contractor") shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.7.1.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.7.1.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and Contractor knew, or should have known, that the information furnished was incorrect or that the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.7.1.4.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.7.1.4.2 In addition to the amount described in Subparagraph 9.7.1.4.1 above, Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.7.1.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.7.1.5 The above penalties shall also apply when Contractor has previously obtained proper certification; however, as a result of a change in its status, Contractor is no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this



information prior to responding to a solicitation or accepting a contract award.

**9.7.2 Social Enterprise Preference Program**

9.7.2.1 This Subaward (that is, "Contract") is subject to the provisions of the County's ordinance entitled Social Enterprise ("SE") Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.7.2.2 Subrecipient (that is, "Contractor") shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.7.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.7.2.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and Contractor knew, or should have known, that the information furnished was incorrect or that the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.7.2.4.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.7.2.4.2 In addition to the amount described in Subparagraph 9.7.2.4.1 above, Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.7.2.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.7.2.5 The above penalties shall also apply when Contractor has previously obtained proper certification; however, as a result of a change in its status, Contractor is no longer be eligible for certification, and fails to notify the Department of

Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**9.7.3 Disabled Veteran Business Enterprise Preference Program**

9.7.3.1 This Subaward (that is, "Contract") is subject to the provisions of Los Angeles County's ordinance entitled Disabled Veteran Business Enterprise ("DVBE") Preference Program as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.7.3.2 Subrecipient (that is, "Contractor") shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.7.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.7.3.4 If Contractor has obtained County certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.7.3.4.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.7.3.4.2 In addition to the amount described in Subparagraph 9.7.3.4.1 above, Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.7.3.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.7.3.5 Notwithstanding any other remedies in this Contract, the above penalties shall also apply when Contractor has previously obtained proper certification; however, as a result

of a change in its status, Contractor is no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

9.8.1 Subrecipient represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Subrecipient's business profile and identifies the goods/services being provided by Subrecipient. Subrecipient must ensure that it updates its vendor profile whenever changes occur to Subrecipient's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/>. County will use the data obtained from Subrecipient's WebVen profile to ensure that Subrecipient's information is consistent with Subaward records (e.g., Subrecipient's legal name, as reflected in its WebVen profile, will be used in all Subaward documents).

**9.9 MODIFICATIONS**

**9.9.1 Modifications to this Subaward**

9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties must modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:

9.9.1.1.1 Is a mechanism that allows Subrecipient to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification must not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work)).

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this Subaward and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Subrecipient must adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, will not change the terms, goals, or requirements of this Subaward. Such

Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient must not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County).

**9.9.2 Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget(s) from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification must not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items must not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification will not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward. Subrecipient must notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification must supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

**9.9.3 Program Modifications**

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work)) to another is classified as a Program Modification. Subrecipient must notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification will supersede any prior Program Modification(s) approved by County within the same Fiscal

Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

**9.10 NEPOTISM**

9.10.1 Subrecipient certifies that it will not hire nor permit the hiring of any person in a position funded under this Subaward if a member of the person's immediate family is employed in an administrative capacity by Subrecipient. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Subrecipient. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

**9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

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

9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient must maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County will have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this Subaward, any and all such working papers and all information contained therein.

9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Subrecipient outside the scope of this Subaward, which Subrecipient desires to use hereunder, and which Subrecipient considers to be proprietary or confidential, must be specifically identified by Subrecipient to County's Contract Manager as proprietary or confidential, and must be plainly and prominently marked by Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.11.4 County will use reasonable means to ensure that Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.
- 9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.
- 9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County will have all ownership rights of software or modification thereof and associated documentation designed, developed, or installed using Federal financial participation. The Federal government will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications, and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, will not be subject to the ownership provisions of this Subparagraph 9.11.
- 9.11.7 All the rights and obligations of this Subparagraph 9.11 will survive the expiration or termination of this Subaward.

9.12 **PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.12.1 Subrecipient must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County will inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Subrecipient's defense and settlement thereof.
- 9.12.2 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, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:
  - 9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.12.3 Subrecipient 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 Subrecipient, in a manner for which the questioned product was not designed nor intended.

### 9.13 **PROBATION AND SUSPENSION**

9.13.1 Subrecipient may be placed on probation, suspension or a combination thereof when County determines that Subrecipient is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Subaward and/or when Subrecipient has demonstrated a consistent and significant lack of achievement of the Subaward goals (including, but not limited to, meeting the requirements for Program performance, the Budget(s), expenditures, staffing, administration, etc.). County will notify Subrecipient in writing in the event that Subrecipient is placed on probation, suspension or a combination thereof.

#### 9.13.2 **Probation**

9.13.2.1 Probation as used herein will mean a specified period of time (as determined by County) during which Subrecipient must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County will monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County will provide Subrecipient a written notice indicating the reasons for the probation (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this probation will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

9.13.2.3 Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

### 9.13.3 **Suspension**

- 9.13.3.1 Suspension as used herein will mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and any approved Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County will monitor Subrecipient's adherence to such remedy(ies) during the suspension.
- 9.13.3.2 When County suspends Subrecipient, County will provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice will include a description of the Service(s) being suspended.
- 9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient is placed on multiple suspensions (as determined by County at County's sole discretion).
- 9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Subrecipient must:
- 9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.
  - 9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.



- 9.13.3.5 Subrecipient will be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.
- 9.13.3.6 Suspension will continue for the period specified in the written notice of suspension provided to Subrecipient unless County provides written notice to resume Services at an earlier date.
- 9.13.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, will remain valid during any period of suspension.
- 9.13.4 In response to the notice of probation or suspension, Subrecipient must submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Subrecipient's Corrective Action Plan must address all of the deficiencies noted by County.
- 9.13.5 County will review Subrecipient's Corrective Action Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other contracts with County) when Subrecipient submits a Corrective Action Plan that is not acceptable to County.
- 9.13.6 Subrecipient must implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Subrecipient's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Subaward upon which County may pursue the remedies for default of Subaward, including, but not limited to, reimbursement for all debt collection costs incurred by County.

**9.14 TRANSITION OF SUBAWARD SERVICES**

**9.14.1 Completion of Subaward**

- 9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), County will provide Subrecipient written notice of the time period that Subrecipient must allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services without additional costs to County. Subrecipient must continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.
- 9.14.1.2 Subrecipient must fulfill all responsibilities required under this Subaward including, but not limited to, completing the

closeout procedures identified in Subparagraph 9.21.2 (Closeout Reporting Requirements), implementing the approved Transition Plan, and performing any other requirement(s) that County deems as reasonably necessary to effectuate the successful transition of Program Services to another Service provider. County will not be unreasonable in its request(s).

**9.14.2 Transition Plan**

9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient must provide a Transition Plan to County. Subrecipient must submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient must submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).

9.14.2.2 County will review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient must adhere to the Transition Plan which, at a minimum, will include all of the elements outlined below.

**9.14.3 Elements of the Transition Plan**

9.14.3.1 Description of how Clients will be notified about the change in their Service provider.

9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.

9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.

9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.

9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State, or local laws and regulations.

- 9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.
- 9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.
- 9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.
- 9.14.3.9 Any additional information which may be necessary to affect a safe transition of Clients to other community service providers.

**9.14.4 Implementation of the Transition Plan**

- 9.14.4.1 Subrecipient must implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein will mean that County will provide Subrecipient a Transition Plan and Subrecipient will implement the Transition Plan provided by County. County will monitor Subrecipient's progress in carrying out all elements of the Transition Plan.

**9.15 TRAVEL EXPENSES**

- 9.15.1 Subrecipient must obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).
- 9.15.2 Subrecipient must maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 9.15.3 Subrecipient must ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.
- 9.15.4 Subrecipient will not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.
- 9.15.5 Subrecipient's non-compliance with the requirements of this Subparagraph 9.15 will result in these costs being disallowed, payments

being withheld, or other remedy being applied as County will determine to be appropriate.

**9.16 DRUG-FREE WORKPLACE**

- 9.16.1 Subrecipient and any approved Lower Tier Subrecipient(s) must adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must provide and maintain a drug-free workplace for all of their employees, and must have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, any approved Lower Tier Subrecipient or both will subject Subrecipient to remedies available under the terms of this Subaward. Such remedies will include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which will be determined by County at County's sole discretion.
- 9.16.2 Subrecipient must provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.
- 9.16.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and any approved Lower Tier Subrecipient(s) operate a drug-free workplace.
- 9.16.4 Subrecipient must require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient must provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Subrecipient must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

**9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS**

- 9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient must use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements) set forth the requirements for the ITS which Subrecipient must use. This Subparagraph

9.17 and Exhibit K (Information Security and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient must have in place by the effective date of this Subaward and which Subrecipient must maintain throughout the Subaward term. They present a minimum standard only. Subrecipient must implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient must also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

9.17.2 Subrecipient's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Subaward, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.

9.17.3 **Information Technology Systems - Management Information System**

9.17.3.1 **Data Entry**

9.17.3.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data and Client information. Subrecipient must use the MIS and all other systems identified by County, including but not limited to State and Federal programs, applications, software, etc., to report Program data as outlined herein and as directed by County.

9.17.3.1.2 Subrecipient must ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient must track, document, and report the actual date when Services are rendered. Subrecipient must complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and must ensure that Service recording is accurate each day (i.e., to ensure accurate reporting, Subrecipient must enter Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided

to Client). Subrecipient must not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

**9.17.3.2 Data Records**

9.17.3.2.1 Subrecipient's failure to submit the required MIS data within the time and manner as designated by County may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Subrecipient becomes compliant. County will consider Subrecipient's non-compliance during future funding decisions.

9.17.3.2.2 Subrecipient must maintain all records and reports, consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), and must make them available for audit, assessment, or inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities, Federal agencies and/or any of their duly authorized representatives).

9.17.3.2.3 All information, records, data elements and printouts collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.6 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

**9.17.3.3 MIS Personnel**

9.17.3.3.1 Subrecipient must assign an employee to have the primary responsibility for data entry into the MIS. This employee will be the primary contact person for data issues and problems. This employee will also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient must designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in

the event of his or her absence. Subrecipient must ensure that its users do not share their user identification and password information.

9.17.3.3.2 Subrecipient must provide the names of Subrecipient's primary and secondary MIS employees using Exhibit E (Subrecipient's Administration). Subrecipient must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit E (Subrecipient's Administration), Subrecipient must update Exhibit E (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County will be allowed to access the MIS system.

9.17.3.3.3 Subrecipient must ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

#### 9.17.4 **County Information Assets**

9.17.4.1 County Information Assets are PSCI and include (but are not limited to):

9.17.4.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.

9.17.4.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.

9.17.4.1.3 Personal Information as defined in California Civil Code Section 1798.29(g).

- 9.17.4.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.
- 9.17.4.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

**9.17.5 Data Destruction**

- 9.17.5.1 When Subrecipient has maintained, processed, or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County will have sole authority to determine when Subrecipient must destroy any such County Information Assets as described herein. Subrecipient must only proceed with the destruction of County Information Assets (which may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.
- 9.17.5.2 Subrecipient must destroy such County Information Assets by:
  - 9.17.5.2.1 Cross-cut shredding or otherwise destroying paper, film, disk drives or other hard copy media so that PSCI cannot be read or otherwise reconstructed.
  - 9.17.5.2.2 Clearing, purging or destroying electronic media containing PSCI consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: [http://csrc.nist.gov/publications/draft-pubs#SP-800-88-Rev. %201](http://csrc.nist.gov/publications/draft-pubs#SP-800-88-Rev.%201) and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the PSCI cannot be retrieved.
- 9.17.5.3 Subrecipient will have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.
- 9.17.5.4 Subrecipient must provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states:



unusable, unreadable and/or indecipherable. Subrecipient must submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.17.5.5 Lower Tier Subrecipient must provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Lower Tier Subrecipient must submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

9.17.6 **Encryption on Workstations and Portable Computing Devices**

9.17.6.1 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.17.6.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.

9.17.6.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).

9.17.6.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).

9.17.6.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.6.1.5 At a minimum, Subrecipient must use Advanced Encryption Standard ("AES") with cipher strength of 256-bit

9.17.6.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient must obtain written approval from County's Contract Manager.

9.17.6.2 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:

- 9.17.6.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
- 9.17.6.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.6.3 Subrecipient and any approved Lower Tier Subrecipient must have operational policies, procedures and practices which protect County Information Assets (PSCI) as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).
- 9.17.6.4 Subrecipient and any approved Lower Tier Subrecipient must encrypt PSCI which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).
- 9.17.6.5 Subrecipient must certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit O (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient must maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient must maintain any validation/attestation reports that the data encryption product generates, and such reports will be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access

to County information technology resources and/or other remedies which are deemed appropriate by County.

**9.17.7 Software Maintenance and Operational Management**

- 9.17.7.1 Subrecipient must deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.
- 9.17.7.2 Subrecipient and any approved Lower Tier Subrecipient must ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on which County Information Assets are stored, accessed and/or transmitted.
- 9.17.7.3 Subrecipient must deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

**9.17.8 Security Incident Reporting**

- 9.17.8.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc. Subrecipient and any approved Lower Tier Subrecipient must comply with California Department of Aging's security incident reporting procedure which is available online at <http://www.aging.ca.gov/ProgramsProviders/#Resources>.

**9.17.8.2 Notification of Security Breach to County**

- 9.17.8.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event must the report be made more than two (2) business days after its detection. Subrecipient must initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.
- 9.17.8.2.2 Subrecipient's notification of the security incident must include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

9.17.8.3 **Notification of Security Breach to Clients**

9.17.8.3.1 Subrecipient and any approved Lower Tier Subrecipient must give written notice to any Client or data subject whose PSCI may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9.17.9 **Electronic Backups**

9.17.9.1 Subrecipient and any approved Lower Tier Subrecipient must ensure that all electronic County Information Assets are protected by performing regular backups of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient and any approved Lower Tier Subrecipient must ensure that all data, files, and backup files are encrypted.

9.17.10 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements).

9.18 **REMEDIES FOR NON-COMPLIANCE**

9.18.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines, and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements will subject Subrecipient to remedies which are available under this Subaward and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Subaward Sums (for purposes of this Subaward, de-obligation is the partial or full removal of Subaward Sums from Subrecipient); re-obligation of Subaward Sums (for purposes of this Subaward, re-obligation is the allocation of de-obligated Subaward Sums to another current subrecipient(s) and/or to a new subrecipient); debarment; and/or termination of this Subaward. County will have the sole discretion to determine which remedy(ies) will be applied as a result of Subrecipient's non-compliance.

9.19 **PAYMENT AND PERFORMANCE GUARANTIES**

9.19.1 Throughout the entire term of this Subaward, including the original term and any renewals or extensions thereto, County, at its sole discretion, reserves the right to require Subrecipient to provide a Payment Guaranty, Performance Guaranty, or both ("Guaranty(ies)") in the amount and form as directed by County. County will determine whether or not Subrecipient

will be required to obtain a Guaranty(ies) when Subrecipient's performance under this Subaward reveals potential liability to County in an aggregate amount of twenty-five thousand dollars (\$25,000) or more resulting from, but not limited to, the following incidents: disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. (i.e., if County determines that Subrecipient has disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. which total twenty-five thousand dollars (\$25,000) or more in potential liability when added together then County will require Subrecipient to obtain a Payment Guaranty, Performance Guaranty or both).

**9.19.2 Payment Guaranty**

9.19.2.1 The Payment Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to faithfully pay any approved Lower Tier Subrecipients in a manner that is timely, satisfactory, and acceptable to County, as determined by County at its sole discretion. The purpose of the Payment Guaranty is to provide all Lower Tier Subrecipients who supply labor, materials, services, etc. to Subrecipient a recourse if they do not get paid by Subrecipient. In such case, the Payment Guaranty allows Lower Tier Subrecipient to file a claim with the surety company that issued the Guaranty in the event that Subrecipient does not reimburse the Lower Tier Subrecipient for goods and/or services provided by Lower Tier Subrecipient.

9.19.2.2 Subrecipient acknowledges that County may also make a determination that Subrecipient's non-payment of any approved Lower Tier Subrecipients is a violation of the terms and conditions of this Subaward which may subject Subrecipient to obtain both the Payment Guaranty and Performance Guaranty.

9.19.2.3 The Payment Guaranty must only take the form of a surety bond. More information concerning surety bonds and companies may be obtained from the Surety Association of America ([www.surety.org](http://www.surety.org)), the Surety Information Office ([www.sio.org](http://www.sio.org)), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury.

9.19.2.4 The Payment Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

### 9.19.3 Performance Guaranty

- 9.19.3.1 The Performance Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty will provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages, late penalty payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.
- 9.19.3.2 The Performance Guaranty will take any of the following forms:
- 9.19.3.2.1 Surety Bond: More information concerning surety bonds and companies may be obtained from the Surety Association of America ([www.surety.org](http://www.surety.org)), the Surety Information Office ([www.sio.org](http://www.sio.org)), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury. The performance guaranty may not allow the bond surety to substitute another person to perform Services.
  - 9.19.3.2.2 Letter of Credit: Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for information.
  - 9.19.3.2.3 Certified Check or Certificate of Deposit: This form of Guaranty must list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for additional information on the certificate of deposit.
  - 9.19.3.2.4 Cash
- 9.19.3.3 The Performance Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

- 9.19.4 When County determines that Subrecipient must obtain and maintain a Guaranty(ies), County will inform Subrecipient of this requirement and will provide Subrecipient at least fifteen (15) days to comply with County's determination. Once Subrecipient has obtained the required Guaranty(ies), County will re-evaluate the need for Subrecipient to continue maintaining the Guaranty(ies) for any subsequent Fiscal Year of the Subaward term.
- 9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which will be initiated through a budget modification. This budget modification must be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget modification, Subrecipient will ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient must continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 **SUBAWARD DOCUMENT DELIVERABLES**

- 9.20.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient must obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually thereafter (or as otherwise established by County), Subrecipient must submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient must provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and will include:
  - 9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)
  - 9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)
  - 9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)
  - 9.20.1.4 Other Documents: During the term of this Subaward, County or its designee(s) may request from time-to-time additional documents from Subrecipient, and Subrecipient must adhere to County's request for such documents.

9.20.2 Subrecipient must submit copies of all new or renewed licenses, permits, and certificates to County's Contract Manager within five (5) business days of the license, permit or certification award or renewal. Subrecipient must immediately notify County of any lapses or expirations of these items. Subrecipient's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.20.3 **Subaward Compliance Documents**

9.20.3.1 **Business License**

9.20.3.1.1 When the local governing authority requires Subrecipient's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Subrecipient must obtain such license to perform the Services outlined in this Subaward. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Subrecipient must ensure that the license is current throughout the entire term of this Subaward. Subrecipient must provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.20.3.2 **Certificate of Insurance**

9.20.3.2.1 The certificate must evidence Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Subrecipient must also provide copies of the certificate of insurance as it relates to any approved Lower Tier Subrecipient(s).

9.20.3.3 **Fire Department Inspection Report**

9.20.3.3.1 For each Service site that Client will visit, Subrecipient must obtain an annual fire inspection of its facility(ies). The inspection must be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department and Subrecipient must obtain a written report of the inspection which must be provided to County annually. In the event that



violations are noted on the inspection report, Subrecipient must ensure that it complies with all corrective measures as directed by the fire department. Subrecipient must provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report must be current within the most recent twelve (12) month period.

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

9.20.4.1.1 This document, which evidences the legal formation of Subrecipient's organization, must reflect Subrecipient's current legal name; and County will use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient must provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

9.20.4.1.2 When Subrecipient's organization is a local government or a consortium of local governments, Subrecipient must provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.20.4.2 **Board of Directors' Resolution**

9.20.4.2.1 A resolution from Subrecipient's Board of Directors, which evidences Authorized Representative's authority to act on behalf of Subrecipient in matters related to this Subaward (Subparagraph 8.3.3 (Board of Directors' Resolution)). Subrecipient must submit its Board of Directors' resolution in the time and manner as designated by County.

9.20.4.3 **Board of Directors Roster**

9.20.4.3.1 The roster must include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient must provide an updated roster to

County within five (5) days of it being approved or finalized.

9.20.4.4 **Bylaws**

9.20.4.4.1 This document must reflect the internal rules which govern Subrecipient's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner, or procedure in which the organization should operate. In the event that the bylaws are amended, Subrecipient must provide such amendments to County within five (5) days of them being approved.

9.20.4.5 **Complaint Policies and Procedures**

9.20.4.5.1 Subrecipient's policies and procedures for receiving, investigating, and responding to Client complaints must be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

9.20.4.6 **Organization Chart**

9.20.4.6.1 The chart must provide an outline of the hierarchy, relationships, and relative ranks of Subrecipient's organizational parts and positions/jobs as it related to the operations of this Subaward. In the event that Subrecipient revises its organization chart, a copy must be provided to County within five (5) days of any change in its organization chart.

9.20.4.7 **Lower Tier Subaward**

9.20.4.7.1 This executed third-party agreement (as defined in Subparagraph 8.40 (Lower Tier Subaward)) and any amendments or addendums thereto, must be provided to County within five (5) days of the execution of that agreement, amendment and addendum.

9.20.4.8 **Tax Exempt Status Letter**

9.20.4.8.1 Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a non-profit entity, such evidence must reflect Subrecipient's tax exempt

status. In the event Subrecipient's tax exempt status changes, Subrecipient must provide County a copy of its new status within five (5) days of any change in its tax-exempt status.

**9.20.5 Reporting Documents**

**9.20.5.1 Cost Allocation Plan**

9.20.5.1.1 This Plan must adhere to the requirements outlined in Subparagraph 9.21.1 (Cost Allocation Plan for Cost Reimbursement Activities).

**9.20.5.2 Closeout Report**

9.20.5.2.1 This report must adhere to the requirements outlined in Subparagraph 9.21.2 (Closeout Reporting Requirements).

**9.20.5.3 Other Reporting Documents**

9.20.5.3.1 From time-to-time, County or its designee(s) may request other documents relating to Subrecipient's performance, Work, and/or Services under this Subaward. County will not be unreasonable in its request and Subrecipient must adhere to County's request for such documents.

**9.21 FISCAL REPORTING REQUIREMENTS**

**9.21.1 Cost Allocation Plan for Cost Reimbursement Activities**

9.21.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient must submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan is included herein by reference.

9.21.1.2 The Cost Allocation Plan must adhere to the requirements outlined in the following: County directives (including but not limited to WDACS/AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards)) which may be obtained at <https://www.lacountyad.org/business>, Exhibit Q (Accounting, Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan must include the following information:

- 9.21.1.2.1 Description of Subrecipient's organization (i.e., non-profit, for-profit, public/government, etc.).
  - 9.21.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.
  - 9.21.1.2.3 List of all the funded programs.
  - 9.21.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.
  - 9.21.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.
  - 9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.
  - 9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.21.1.3 Every cost included in the Cost Allocation Plan must be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.
- 9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient must sign the Cost Allocation Plan and any revisions made thereto.
- 9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward), Subrecipient must submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient must submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.
- 9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient must submit the revisions to County's

Compliance Manager within thirty (30) days of completing the revisions.

9.21.1.7 Upon receipt of the revisions made to Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan will constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient must take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements will subject Subrecipient to remedies available under this Subaward.

#### 9.21.2 **Closeout Reporting Requirements**

9.21.2.1 The closeout is a process that takes place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made.

9.21.2.2 Subrecipient must complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report must include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.

9.21.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Authorized Representative.

9.21.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report will be for that Subaward period which ends on the termination or

cancellation date. Subrecipient must submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

9.21.2.5 At the end of the funding cycle/during the closeout, Subrecipient must ensure that all of the following items match:

9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).

9.21.2.5.2 The Grant Share, which is allocated by line items on Subrecipient's Closeout Report, where the Grant Share is the actual Subaward Sum that Subrecipient has budgeted by line items/cost categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).

9.21.2.5.3 The Amount Received by line item as reported on Subrecipient's Closeout Report, where the Amount Received is the actual Subaward Sum reimbursed to Subrecipient for its line items.

9.21.2.6 In the event that the line item amounts reflected as the Subaward Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County will allow a maximum of ten percent (10%) variance between the Subaward Sum and Grant Share (specifically, the variance between the Subaward Sum line items reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report).

9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Subaward Sum of \$100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space will be \$100, and the Amount Received reflected on the Closeout Report for Space will be \$100. Alternatively, if the Subaward Sum for Space is reflected on the final approved Budget(s) as \$100 but the Grant Share for Space is reflected on the Closeout Report as \$95, and the Amount Received for Space is

reflected on the Closeout Report as \$95 then the \$5 variance (which is five percent (5%) of the Subaward Sum amount for the Space line item) is within the allowable ten percent (10%) variance.

9.21.2.7 Subrecipient must ensure that the total Grant Share and the total Amount Received, which are reflected on the Closeout Report, do not exceed the total Subaward Sum reflected on the final approved Budget(s).

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

9.21.3.1.1 Voluntary contributions received from Client or other party for Services received.

9.21.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.

9.21.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.

9.21.3.1.4 Proceeds from the sale of items created under this Subaward.

9.21.3.2 Subrecipient must adhere to the Program Income requirements outlined herein and in Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.

9.21.3.3 Subrecipient must use Program Income to expand baseline Program Services.

9.21.3.4 Subrecipient must report Program Income in Budget exhibit(s) and must expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of Program Income is restricted to the funding source or Service that was provided and contributed towards.

9.21.3.5 Program Income must be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Budget exhibit(s) then County will recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Subaward.

- 9.21.3.6 Subrecipient will not use Program Income to meet the match contribution requirement of this Subaward.
- 9.21.3.7 Subrecipient will provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

**9.22 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

- 9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient will be responsible for obtaining and maintaining a Universal Identifier. The Universal Identifier is a Unique Entity ID (UEI) comprised of a unique twelve-character alpha numeric identification number assigned by SAM and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, UEI number. Subrecipient may register for a UEI number at <https://sam.gov/content/entity-registration>. Subrecipient must comply with the requirements outlined in this Subparagraph 9.22.
- 9.22.2 Subrecipient must provide a valid UEI number using Exhibit E (Subrecipient's Administration) and must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://sam.gov/content/status-tracker>. If County cannot access or verify "Active" status for Subrecipient's UEI information, which is related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, County will notify Subrecipient and Subrecipient must immediately update the information as required.
- 9.22.3 Subrecipient's failure to adhere to applicable UEI and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

**9.23 UNUSUAL OCCURRENCES AND CRIME**

- 9.23.1 Unusual occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Subrecipient personnel or visitors to Subrecipient's facility(ies) must be reported by Subrecipient within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or by email.



- 9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient must also prepare and retain an incident report on file, and must include a copy of the filed police report.
- 9.23.3 Subrecipient must maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient must furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

9.24 **FEMA PROVISIONS**

- 9.24.1 In the event of an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services) and Federal Emergency Management Agency (FEMA) funds are made available under this Subaward, Subrecipient must comply with all requirements outlined in Exhibit M (FEMA Provisions). Subrecipient must complete the Lobbyist Certification attached to this Exhibit and submit it to County's Contract Manager in the time and manner as designated by County.

**10.0 SURVIVAL**

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions and Headings)

Paragraph 3 (Work)

Subparagraph 5.4 (No Payment for Services Provided Following Expiration or Termination of Subaward)

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Amendments)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Subparagraph 8.6.2 (of Subparagraph 8.6, Compliance with Applicable Laws)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)



IN WITNESS WHEREOF, Subrecipient has executed this Subaward or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Subaward to be executed on its behalf by the Director of Aging and Disabilities Department, on the day, month and year first above written. The person(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward will not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Subrecipient and County.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Laura Trejo, Director  
County of Los Angeles  
Aging and Disabilities Department

**SUBRECIPIENT**

\_\_\_\_\_  
Subrecipient's Legal Name

\_\_\_\_\_  
Subaward Number

By \_\_\_\_\_ Date \_\_\_\_\_  
Name of Authorized  
Representative

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Signature

**OFFICE OF COUNTY COUNSEL**  
Dawyn R. Harrison, Acting County Counsel

By \_\_\_\_\_  
Lawrence M. Green  
Senior Deputy County Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Name of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**EXHIBIT A  
(STATEMENT OF WORK)**

## TABLE OF CONTENTS

PARAGRAPH	PAGE
<b>1 SCOPE OF WORK</b> .....	<b>5</b>
<b>2 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS</b> .....	<b>5</b>
<b>3 QUALITY CONTROL</b> .....	<b>6</b>
<b>4 QUALITY ASSURANCE PLAN</b> .....	<b>7</b>
4.1 Meetings.....	7
4.2 Subaward Discrepancy Report.....	8
4.3 County Observations.....	8
<b>5 DEFINITIONS</b> .....	<b>8</b>
<b>6 RESPONSIBILITIES</b> .....	<b>8</b>
6.1 Personnel .....	9
6.2 Intentionally Omitted .....	9
6.3 Project Manager.....	9
6.4 Personnel.....	10
6.5 Identification Badges.....	17
6.6 Materials and Equipment.....	17
6.7 Training .....	18
6.8 Subrecipient’s Office .....	20
6.9 Multilingual and Multicultural Capabilities of Subrecipient Staff.....	21
<b>7 HOURS/DAYS OF WORK</b> .....	<b>21</b>
<b>8 WORK SCHEDULES</b> .....	<b>22</b>
<b>9 UNSCHEDULED WORK</b> .....	<b>22</b>
<b>10 SPECIFIC WORK REQUIREMENTS</b> .....	<b>23</b>
10.1 Eligibility .....	23
10.2 Priority .....	24
10.3 Specific Services to be provided by Subrecipient.....	25
10.4 Unit Rates .....	31
10.5 Fee Generating Cases .....	32

10.6	Grievance Process.....	34
10.7	Voluntary Contributions.....	35
10.8	Community Outreach .....	37
10.9	Collaborations .....	38
10.10	Customer Satisfaction Surveys .....	38
10.11	Emergency and Disaster Preparedness.....	39
10.12	MIS and Data Reports.....	45
10.13	Memorandum of Understanding with Long-Term Care Ombudsman Program Service Provider .....	46
10.14	Alternative Methods of Service Delivery During an Emergency .....	47
<b>11</b>	<b>GREEN INITIATIVES .....</b>	<b>47</b>
<b>12</b>	<b>PERFORMANCE REQUIREMENTS SUMMARY.....</b>	<b>48</b>

## STATEMENT OF WORK

### ATTACHMENTS

- 1 Performance Requirements Summary Chart
- 2 County Recognized Holidays
- 3 Community Focal Points List
- 4 Intentionally Omitted
- 5 Subaward Discrepancy Report
- 6 Emergency and Disaster Plan Basic Requirements
- 7 Site Emergency Resource Survey
- 8 California Statewide Guidelines for Legal Assistance
- 9 Legal Services Intake Form
- 10 Legal Services Case Type Codes

# STATEMENT OF WORK (SOW)

## 1 SCOPE OF WORK

- 1.1 Traditional Legal Assistance Program (TLAP) was established for the primary purpose of promoting justice, dignity, health, security, maximum autonomy, and independence to Older Adults particularly those in greatest need, by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy. The goal of TLAP is to deliver high quality, high impact, cost effective services designed to address the unmet legal needs of eligible Clients. TLAP provides legal advice and representation from an attorney to Older Adults and to unpaid Caregivers of Older Adults and individuals of any age with a Disability, Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. This includes counseling or other appropriate legal assistance provided by a licensed attorney, paralegal, or law student under the direct supervision of a licensed attorney.
- 1.2 Subrecipient shall provide TLAP Services as described within this Statement of Work, the Subaward terms and conditions, and the following regulations:
  - 1.2.1 Older Americans Act reauthorized (OAA) (Title 42 United States Code Section 3001 et seq.)
  - 1.2.2 Code of Federal Regulations (45 CFR 1321 et seq.)
  - 1.2.3 California Code of Regulations (CCR) Title 22 Section 7000 et seq.
  - 1.2.4 Older Californians Act (OCA)
  - 1.2.5 Welfare and Institution Code (WIC) Section 900 et. seq.
  - 1.2.6 California Business and Professions Code, Sections 2585 and 2586
  - 1.2.7 California Department of Aging (CDA) Program Memoranda, County Program Memoranda, Directives, letters, notices, e-mails, and other communications pertaining to, but not limited to, Program Services, operations, funding, and budgeting.

## 2 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 Services must be provided in Los Angeles County geographic areas, excluding the City of Los Angeles. Prior to modifying or terminating a site or



revising hours of Services at a previously designated location(s), and before commencing such Services at any other location, Subrecipient shall obtain written consent from County, and shall comply with Subparagraph 8.1 (Amendments) of this Subaward as applicable.

- 2.2 Subrecipient shall inform County in writing and receive written County approval at least sixty (60) days prior to relocation of Subrecipient's office or site location(s). Subrecipient shall ensure that site locations are open to any eligible Clients, are located in areas where there are demonstrated need or documented demand for Services, or where a needs assessment or survey has been conducted. County shall provide a written response within ten (10) business days of receipt of the notification of site locations.
- 2.3 Subrecipient shall include the identity of each designated community focal point as specified in OAA Section 102 (a)(21), 42 USC 3026(a)(3)(A). Subrecipient shall utilize Community Focal Points List, (Attachment 3 of this Exhibit A) to identify or update the designated focal point site locations, as needed.
- 2.4 Specific Work Requirements as stated in Section 10.0 (Specific Work Requirements) and work hours shall not be modified or terminated throughout the entire Subaward term. Should an emergency arise, Subrecipient's request for Service or work hour modifications will be reviewed by County on a case-by-case basis.
- 2.5 All changes shall be made in accordance with Subparagraph 8.1 (Amendments) of the Subaward.

### **3 QUALITY CONTROL**

- 3.1 Subrecipient shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Subaward. The Quality Control Plan shall be submitted to County's Compliance Manager for review every six (6) months or more frequently as imposed by County. The plan shall include, but may not be limited to the following:
  - 3.1.1 Method of monitoring to ensure that Subaward requirements are being met.

- 3.1.2 Documentation of activities that take place, before, during, and after program implementation; Program output measures, outcome measures, and data collection process to measure program effectiveness; and
- 3.1.3 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

## **4 QUALITY ASSURANCE PLAN**

County maintains the unlimited right to evaluate/monitor Subrecipient's performance under the Subaward using the quality assurance procedures as defined in Subparagraph 8.15 (County's Quality Assurance Plan) of the Subaward.

### **4.1 Meetings**

- 4.1.1 Subrecipient is mandated to attend all meetings called by County, or authorized designee. Subrecipient shall be given advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary.
- 4.1.2 Subrecipient Staff, which include paid Employees and Volunteers, shall regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County. Subrecipient may also choose to attend meetings outside of Los Angeles County at Subrecipient's own expense that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.
- 4.1.3 Subrecipient's failure to attend all mandatory meetings (in-person or online) shall be considered non-compliance with the Subaward, and may result in further action pursuant to the Subaward, Subparagraph 9.13 (Probation and Suspension), Subparagraph 9.18 (Remedies for Non-Compliance), Attachment 1 (Performance Requirements Summary Chart) of this Exhibit A, and any other applicable remedies.

## **4.2 Subaward Discrepancy Report**

- 4.2.1 Subrecipient shall immediately notify County's Compliance Manager whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Subrecipient.
- 4.2.2 County's Compliance Manager will determine whether a formal Subaward Discrepancy Report (SDR), (Attachment 5 of this Exhibit A), shall be issued. Upon receipt of this report, Subrecipient is required to respond in writing to County's Compliance Manager within the timeframe designated by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the SDR shall be submitted to County's Compliance Manager as prescribed by County.

## **4.3 County Observations**

- 4.3.1 In addition to County's contracting staff, other County personnel, State representatives and Federal representatives may observe the performance, activities, and review documents relevant to this Subaward at any time during normal business hours which are defined as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays) of this Exhibit A. However, these personnel may not unreasonably interfere with Subrecipient's performance.

## **5 DEFINITIONS**

For a listing of Definitions for this Program, refer to Exhibit P (Definitions) of the Subaward.

## **6 RESPONSIBILITIES**

The County's and the Subrecipient's responsibilities are as follows:

## **COUNTY**

### **6.1 Personnel**

6.1.1 County's authorized agents reflected in Exhibit D (County's Administration) will administer the Subaward according to Paragraph 6.0 (Administration of Subaward – County) of the Subaward. Specific duties will include:

6.1.1.1 Monitoring Subrecipient's performance in the daily operation of the Subaward.

6.1.1.2 Providing direction to Subrecipient in areas relating to policy, information, and procedural requirements.

6.1.1.3 Preparing Amendments in accordance with Subparagraph 8.1 (Amendments) of the Subaward.

### **6.2 Intentionally Omitted**

## **SUBRECIPIENT**

### **6.3 Project Manager**

6.3.1 Subrecipient must provide a full-time (defined as working forty (40) hours each week, dedicating 100% of the individuals time on the Program) Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Subrecipient must provide a telephone number and e-mail address where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Project Manager will act as the central point of contact with County.

6.3.3 Project Manager will serve as the coordinator/liaison for all Services, ensuring that any communications related to the Program are conveyed to the appropriate personnel.

6.3.4 Project Manager/alternate must have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward. Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.3.5 Project Manager will plan, organize, and direct all administrative and Program activities related to the Subaward. Project Manager will define lines of authority and will develop the roles and

parameters of responsibility for Program staff consistent with established County requirements.

6.3.6 Subrecipient must immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Subrecipient must immediately, within 24 hours, fill the position with a temporary replacement and must fill the position with a permanent person within thirty (30) days from vacancy.

6.3.7 Project Manager must have and demonstrate the following minimum education, experience and qualifications:

6.3.7.1 Be licensed and in good standing with the California State Bar as an active member.

6.3.7.2 Meet or exceed the State Bar of California's continuing legal education requirements.

6.3.7.3 At minimum five (5) years of experience in providing legal services with two (2) of those five (5) years in a supervisory role. Two (2) of those five (5) years of experience must also be in practicing elder law.

6.3.8 Subrecipient or Project Manager must carry malpractice insurance. If only Subrecipient maintains malpractice insurance, the policy must cover the activities of those working on behalf of Subrecipient, whether as Employees or Volunteers, who are dispensing legal services.

6.3.9 The Project Manager must be capable of, and able to take on, the responsibilities of the Managing Attorney, (if applicable), in their absence, should the need present itself.

#### 6.4 **Personnel**

6.4.1 Subrecipient must assign a sufficient number of employees (that is personnel or staff) to perform the required Work. At least one employee on site must be authorized to act for Subrecipient in every detail and must speak and understand English.

6.4.2 Subrecipient will be required to background check their employees as set forth in Subparagraph 7.5 (Background and Security Investigations), of the Subaward. Subrecipient will also be required to conduct a background check on any Volunteer that has

direct Client contact and has access to Client personal information and/or case files.

### 6.4.3 **Managing Attorney**

6.4.3.1 Subrecipient must provide a full-time (defined as working forty (40) hours each week, dedicating 100% of the individual's time on the Program) Managing Attorney.

6.4.3.2 Under the direction of the Project Manager, the Managing Attorney is responsible for planning, coordinating, organizing, and developing the principles and techniques related to providing services under this Subaward and Statement of Work.

6.4.3.3 Managing Attorney's primary responsibilities include, but are not limited to, the following:

6.4.3.3.1 Ongoing supervision of the Program Staff, including ensuring that all Services are delivered appropriately and within the established time frames;

6.4.3.3.2 Monitoring of Client outcomes.

6.4.3.4 Managing Attorney must review ongoing cases with respective Staff at least quarterly to determine the appropriateness of current Services and the need for ongoing Services.

6.4.3.5 Managing Attorney must have and demonstrate the following minimum education, experience and qualifications:

6.4.3.5.1 Be licensed by and in good standing with the California State Bar as an active member at all times during the term of the Subaward.

6.4.3.5.2 Meet or exceed the State Bar of California's continuing legal education requirements.

6.4.3.5.3 Minimum five (5) years of experience in providing legal services, with two (2) of

the five (5) years of experience in a supervisory role. Two (2) of those five (5) years of experience must also be in practicing elder law.

6.4.3.5.4 Ability and experience communicating effectively with Clients, family members, service providers, and co-workers;

6.4.3.5.5 Ability and experience providing guidance on decisions requiring judgment, assistance with problem situations, and Client legal issues;

6.4.3.5.6 Administrative ability and experience explaining goals, policies, and procedures and to assist Staff in adjusting to changes that occur;

6.4.3.5.7 Ability and experience encouraging the development of professional growth and upgrading of skills through the access to training and current literature;

6.4.3.5.8 Ability and experience evaluating the performance of Staff based on established criteria; and

6.4.3.5.9 Expertise in the provision of Program Services required in Attachment 8 (California Statewide Guidelines for Legal Assistance) and this Statement of Work.

6.4.3.6 Subrecipient or Managing Attorney must carry malpractice insurance. If only Subrecipient maintains malpractice insurance, the policy must cover the activities of those working on behalf of Subrecipient, whether as Employees or Volunteers, who are dispensing legal services.

#### 6.4.4 **Staff Attorney**

6.4.4.1 Subrecipient must provide a minimum of one (1) full-time (defined as working forty (40) hours each week,

dedicating 100% of the individual's time on the Program) Staff Attorney.

- 6.4.4.2 Under the direction of the Managing Attorney, Staff Attorney is responsible for providing legal assistance and representation to eligible Clients.
- 6.4.4.3 Staff Attorney's primary responsibilities include, but are not limited to the following:
  - 6.4.4.3.1 Determine needs of potential Clients based on consultations.
  - 6.4.4.3.2 Advocate and represent Older Adult Clients throughout Administrative or Judicial tribunal.
  - 6.4.4.3.3 Provision of legal interpretation/advice at designated Senior Center sites or other appropriate locations in the community where Older Adults may congregate.
  - 6.4.4.3.4 Assist Older Adult Clients in preparing for legal self-representation.
  - 6.4.4.3.5 Providing assistance with legal-document preparation.
  - 6.4.4.3.6 Conduct legal presentations to Older Adult Clients.
- 6.4.4.4 Staff Attorney must have and demonstrate the following minimum education, experience and qualifications:
  - 6.4.4.4.1 Be licensed by and in good standing with the California State Bar as an active member at all times during the performance of work under the Subaward.
  - 6.4.4.4.2 Meet or exceed the State Bar of California's continuing legal education requirements.



6.4.4.4.3 Ability and experience communicating effectively with Clients, family members, service providers, and co-workers.

6.4.4.4.4 Ability and experience treating Clients, family members, service providers, and co-workers with dignity and respect.

6.4.4.4.5 Knowledge of elder law.

6.4.4.4.6 Knowledge of community legal resources and available funding sources.

6.4.4.5 Subrecipient or Staff Attorney(s) must carry malpractice insurance. If only Subrecipient maintains malpractice insurance, the policy must cover the activities of those working on behalf of Subrecipient, whether as Employees or Volunteers, who are dispensing legal services.

#### 6.4.5 **Other Program Staff**

6.4.5.1 Under the direct supervision and control of an active member of the California State Bar, consistent with the California State Bar Rules and California statutes, Subrecipient may utilize other program staff (i.e., non-attorneys, paralegals, paralegal interns or law students) that are qualified in providing Services.

6.4.5.2 This shall include both Employees and Volunteers that Project Manager deems necessary to conduct TLAP operations.

6.4.5.3 Program Staff shall be capable of establishing effective communication with Clients and their family and friends.

#### 6.4.6 **Volunteer Attorney(s)**

6.4.6.1 Subrecipient may utilize Volunteer Attorney(s) to the greatest extent possible in providing Services. However, Volunteer Attorneys shall not be used to a greater extent than Subrecipient Staff Attorneys in providing Services.

- 6.4.6.2 Volunteer Attorney(s) shall be recruited, trained and used by the Subrecipient to expand the provision of Services. Volunteer Attorney(s) must be appropriately qualified for the responsibilities Subrecipient intends to assign them to prior to beginning those responsibilities. Volunteer Attorney(s) shall be the sole responsibility of Subrecipient.
- 6.4.6.3 Volunteer Attorney(s) must be licensed by and in good standing with the California State Bar as an active member at all times during the performance of work under the Subaward.
- 6.4.6.4 Subrecipient or Volunteer Attorney(s) must carry malpractice insurance. If only Subrecipient maintains malpractice insurance, the policy must cover the activities of those working on behalf of Subrecipient, whether as Employees or Volunteer Attorney(s), who are dispensing legal services.
- 6.4.6.5 Volunteer Attorney(s) shall be directly supervised by the Managing Attorney or a Staff Attorney.

**6.4.7 Volunteers**

- 6.4.7.1 Subrecipient may utilize volunteers by allowing them to assist with Program operations, provided that Subrecipient ensures volunteers are appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.
- 6.4.7.2 Volunteers shall be the sole responsibility of Subrecipient and shall report to the Managing Attorney or to another Staff of Subrecipient as designated by the Managing Attorney.
- 6.4.7.3 If possible, Subrecipient shall work in coordination with organizations that have experience in providing training, placement, and stipends for Volunteers or Clients (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service (CNCS)) in a community service setting.

6.4.7.3.1 Subrecipient shall conduct a background check on any volunteer that has direct Client contact and/or direct access to the Client's personal information and/or case file.

#### 6.4.8 Prohibited Activities

6.4.8.1 Subrecipient and its Staff shall not engage in the following prohibited activities:

6.4.8.1.1 Contribute, or make available, OAA funds, personnel or equipment to any political party or association or to the campaign of any political party office; or for use in advocating or opposing any ballot measure, initiative, or referendum.

6.4.8.1.2 Intentionally identify the Title III Program or Subrecipient with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or private office.

6.4.8.1.3 Engaging in any political activity while engaged in legal assistance activities supported under this Subaward.

6.4.8.1.4 Participate in any public demonstration, picketing, boycott, or strike, except as permitted by law in connection with Subrecipient's Employee's own employment situation.

6.4.8.1.5 Encourage, direct, or coerce others to engage in such activities.

6.4.8.1.6 At any time engage or encourage others to engage in any illegal activity or any intentional identification of programs funded under the OAA or recipient with any political activity.

6.4.8.1.7 None of the funds made available under the OAA and the Subaward may be

used to pay membership or other dues exceeding \$100 per organization/recipient (i.e., associations, groups or any organization where membership dues are a prerequisite for participation) per annum to any organization (other than a bar association), a purpose or function of which is to engage in activities prohibited under federal or State law and regulations, unless such dues are not used to engage in activities for which OAA funds cannot be used directly and not prohibited by law.

6.4.8.2 Subrecipient's Staff may engage in other legal activities to the extent that there is no conflict of interest or interference with their professional responsibilities under the Subaward and to the extent permitted under California State Bar's Rules of Professional Conduct and California law.

## 6.5 Identification Badges

6.5.1 Subrecipient shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Subrecipient's Staff Identification) of the Subaward.

## 6.6 Materials and Equipment

6.6.1 The purchase of all materials/equipment to provide the needed Services is the responsibility of the Subrecipient. Subrecipient shall adhere to the requirements for purchasing, inventorying, and disposing of material and equipment obtained under the Subaward as outlined herein and in the Subaward, Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Subrecipient must obtain County approval in writing prior to the purchase of any equipment purchased with Subaward Sums as described in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

6.6.2 Subrecipient shall use materials and equipment that are safe for the environment and safe for use by Staff.

6.6.3 Use of Personal Protective Equipment

6.6.3.1 Subrecipient shall provide its Staff with personal protective equipment, which includes but is not limited to, a fabric face covering, access to hand sanitizer or a hand washing station for use every thirty (30) minutes, etc.

**6.7 Training**

6.7.1 Subrecipient shall provide training programs for all new employees and continue in-service training for all employees. Training shall include the provision of an orientation to all new Staff (which shall include Employees and Volunteers). Subrecipient shall ensure that its Staff, including both Employees and Volunteers, both existing and new, are properly trained in all areas related to providing Services.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees shall wear safety and protective gear according to the Occupational Safety and Health Administration (OSHA) standards.

6.7.3 Subrecipient shall implement an annual written internal staff training plan that is approved by County. The training plan shall be maintained on file by Subrecipient, and shall identify who is to be trained, who will conduct the training, training content, and date scheduled.

6.7.4 Training sessions conducted by Subrecipient shall be evaluated by those receiving the training.

6.7.5 Subrecipient is to maintain written documentation of all training including agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets which include both a printed name and a signature of attendees. Subrecipient shall make training records available for inspection by County or State representatives upon request.

6.7.6 Subrecipient shall ensure that all appropriate Staff attend all training sessions as required by County, held at a County facility or another site, or online as determined by County for Subrecipient's benefit.

Further, Subrecipient shall ensure that, at a minimum, a Subrecipient's designated, paid employee represents Subrecipient at each training session. Subrecipient may also choose to attend educational training opportunities outside of Los Angeles County at Subrecipient's own expense that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other trainings designated by County.

- 6.7.7 Subrecipient shall attend all mandatory trainings scheduled by County or authorized designee. Mandatory trainings may be held at a County facility, at another site, or online. Subrecipient shall be given advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when necessary.
- 6.7.8 Subrecipient shall complete a sign-in sheet for face-to-face (in-person) trainings. County will document attendance for online trainings.
- 6.7.9 Subrecipient's failure to attend all mandatory trainings (in-person or online) shall be considered non-compliance with the Subaward and may result in further action pursuant to this Subaward, Subparagraph 9.13 (Probation and Suspension), Subparagraph 9.18 (Remedies for Non-Compliance), the PRS Chart (Attachment 1 of this Exhibit A), and any other applicable remedies.
- 6.7.10 Security Awareness Training
  - 6.7.10.1 Subrecipient shall ensure that Subrecipient Staff who handle confidential, sensitive, or personal identifying information relating to the Program complete the Security Awareness Training module, which is available online at [www.aging.ca.gov](http://www.aging.ca.gov) within thirty (30) days of the start date of the Subaward or within thirty (30) days of the start date any new Staff performance under this Subaward.
  - 6.7.10.2 Subrecipient Staff shall complete the Security Awareness Training module on an annual basis. Certificates of completion must be maintained on file and provided to County or State representatives upon request.

## 6.8 Subrecipient's Office

- 6.8.1 Subrecipient shall maintain a physical office in Los Angeles County where Subrecipient conducts business. Subrecipient's office shall have an active telephone line. The office must be open and staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about Subrecipient's performance of the Subaward. When the office is closed, an answering service shall be provided to receive calls. Subrecipient shall answer calls received by the answering service within forty-eight (48) business hours of receipt of the call.
- 6.8.2 Subrecipient shall publicly display the days and hours of operation for the provision of Services at all Subrecipient office locations/sites. Subrecipient shall ensure that availability of Services is appropriate for the demographics associated with the Service areas (site or office location).
- 6.8.3 Subrecipient shall ensure that all site locations/buildings, and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.
- 6.8.4 Subrecipient shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including, but not limited to, rodents and insects.
- 6.8.5 Subrecipient shall observe all applicable local, State, and Federal health and safety standards. Subrecipient shall ensure that all Program Clients and Subrecipient employees and volunteers in a position not covered under the Occupational Safety and Health Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act as amended (California Labor Code Section 6300 et Seq.), are not required or permitted to work, be trained, or receive Services under working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

## **6.9 Multilingual and Multicultural Capabilities of Subrecipient Staff**

- 6.9.1 Subrecipient must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Subrecipient must seek to hire qualified Employees who are multilingual and/or multicultural in order to better reflect the communities served.
- 6.9.2 Subrecipient and its Staff are expected to develop cultural competency and cross-cultural clinical practice skills. Subrecipient must also develop effective linkages with various ethnic, health, and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.
- 6.9.3 To the extent feasible, Subrecipient shall provide Services in the primary/native language, of the Client or in areas where a significant number of Clients do not speak English as their primary language. Subrecipient shall make efforts to employ individuals and recruit Volunteers who are bilingual or who are fluent in the dominant language of the community. Subrecipient shall not require any Client to provide his/her own interpreter.

## **7 HOURS/DAYS OF WORK**

- 7.1 Subrecipient's Staff shall be available to all Clients, potential Clients, referral sources, as well as County representatives at a minimum during normal business hours. Subrecipient's sites shall only be closed on County recognized holidays as identified in Attachment 2 (County Recognized Holidays) of this Exhibit A.
- 7.2 Subrecipient is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of Services for any non-County recognized holidays (i.e., vacations, city shutdowns or religious holidays). This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of Services is not disrupted. An action plan must be approved by County prior to implementation.
- 7.3 Subrecipient's Staff shall provide personal telephone contact information to Clients, potential Clients, and County during Subrecipient's hours of operation. Subrecipient shall also ensure that each office location has a telephone answering machine or voice mail system in place during off-business hours. Subrecipient's staff shall check and respond to all messages in a timely manner but not to exceed forty-eight (48) business hours within receipt of the call.



## **8 WORK SCHEDULES**

- 8.1 Subrecipient shall submit for review and approval a work schedule for each facility to the County's Program Manager within fourteen (14) working days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.
- 8.2 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Program Manager for review and approval within fourteen (14) working days prior to scheduled time for work.
- 8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.

## **9 UNSCHEDULED WORK**

- 9.1 County's Program Manager or his designee may authorize Subrecipient to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of nature, and third-party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, County may request at its sole discretion, that Subrecipient provide Services beyond regular hours of operation.
- 9.2 Prior to performing any unscheduled work, Subrecipient shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Subrecipient's estimate, County's Program Manager or his designee must approve the excess cost for County facilities and/or equipment. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Program Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Subrecipient shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said work within the time allotted.

- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Subrecipient.

## 10 SPECIFIC WORK REQUIREMENTS

The specific work requirements outlined herein establish the standards for the provision of Services.

Subrecipient shall use its mandated Staff to provide TLAP Services (Services) to Clients residing within Los Angeles County Supervisorial Districts 1, 2, 3, 4 and 5, excluding the City of Los Angeles.

### 10.1 Eligibility

Subrecipient shall provide the specific Services identified in this Subparagraph to individuals who are eligible to receive Services, and Subrecipient must determine individual's eligibility prior to providing such Services.

- 10.1.1 Individuals are eligible to receive Services if they meet one of the following criteria:

#### 10.1.1.1 Title III B Clients

- 10.1.1.1.1 **Older Adult:** an individual 60 years of age or older, as defined in Title I Section 102 (40).

#### 10.1.1.2 Title III E Clients

- 10.1.1.2.1 **Caregiver of an Older Adult (FCSP-R)** is eligible to receive Services when he/she/they meets the following criteria:

- 10.1.1.2.1.1 An individual who is 18 years of age or older and is an informal (i.e., unpaid) provider of in-home and/or community care to an Older Adult (an individual 60 years of age or older) or to an

individual of any age with a Disability, Alzheimer's disease, or a related disorder with neurological and organic brain dysfunction.

10.1.1.2.2. **Grandparent/Older Relative Caregiver (FCSP-G)** is eligible to receive Services when he/she/they meets one (1) of the following criteria:

10.1.1.2.2.1 An individual who is 55 years of age or older who is the Primary Caregiver of a child, lives with the child, and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally; or

10.1.1.2.2.2 An individual who is 55 years of age or older who is the Primary Caregiver of an individual of any age with a Disability.

## 10.2 **Priority**

10.2.1 In providing Services, priority shall be given to Clients who meet at least one of the following:

10.2.1.1 **Greatest Economic Need:** The need resulting from an income level below the poverty guideline.

10.2.1.2 **Clients with the Greatest Social Need:** The need caused by non-economic factors which include the following: physical and mental disabilities; language barriers; and cultural, geographic isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to perform daily tasks or

threatens the capacity of the individual to live independently.

10.2.1.3 Title III-E Clients that provide care to individuals with Alzheimer’s disease and related disorders with neurological or Organic Brain Dysfunction; of these, priority shall be given to those caring for Older Adults with such diseases or disorders.

10.2.1.4 Title III-E Clients providing care to any individual or child with Severe Disabilities.

10.2.1.4.1 Severe Disability is a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

10.2.1.4.1.1 Self-care;

10.2.1.4.1.2 Receptive and expressive language;

10.2.1.4.1.3 Learning;

10.2.1.4.1.4 Mobility;

10.2.1.4.1.5 Self-direction;

10.2.1.4.1.6 Capacity for Independent Living; or

10.2.1.4.1.7 Economic self-sufficiency.

### 10.3 Specific Services to be provided by Subrecipient

#### 10.3.1 Services for Title III-B Clients (Older Adults)

##### 10.3.1.1 Advice

10.3.1.1.1 Subrecipient shall provide individualized evaluation of the facts of Client’s situation which may lead to counseling and/or provision of information or guidance about the Client’s legal circumstances. This may include but is not limited to a presentation of options for responding to

circumstances presented by the Client and referrals.

10.3.1.1.2 Advice Services are intended to address a variety of legal issues such as those identified in Attachment 10 (Legal Services Case Types Code) of this Exhibit A. These legal issues may include but are not limited to:

10.3.1.1.2.1 Income;

10.3.1.1.2.2 Healthcare;

10.3.1.1.2.3 Long Term Care;

10.3.1.1.2.4 Nutrition;

10.3.1.1.2.5 Housing;

10.3.1.1.2.6 Utilities;

10.3.1.1.2.7 Abuse/Neglect;

10.3.1.1.2.8 Protective Services; and

10.3.1.1.2.9 Age Discrimination.

10.3.1.1.3 Site Consultations

10.3.1.1.3.1 As part of Advice Services, Subrecipient shall provide Site Consultations using Attorneys (Employee or Volunteer), to Clients at designated Senior Center Sites (see Exhibit P (Definitions) of the Subaward) or other appropriate locations in the community where Older Adults may congregate.

- 10.3.1.1.3.2 Site Consultation may include, but is not limited to, legal interpretation and/or advice on the Case Types identified in Attachment 10 (Legal Services Case Types Code) of this Exhibit A.
- 10.3.1.1.3.3 Subrecipient Attorney (Employee or Volunteer) shall provide Site Consultation a maximum of eight (8) hours per month to Clients at each designated Site. Site Consultations must be provided on a monthly basis at each designated location.
- 10.3.1.1.3.4 The locations where Site Consultation is provided shall be distributed throughout Los Angeles County, excluding the City of Los Angeles, based on appropriate factors such as: the size of the population over sixty (60) years old; low-income elderly population; and minority elderly population.
- 10.3.1.1.3.5 Subrecipient shall provide County's Program Manager a schedule of Site Consultations on a monthly basis or as requested by County.
- 10.3.1.1.3.6 Volunteer Attorneys under the supervision of a Managing or Staff Attorney should be used

as much as possible to provide Site Consultations.

10.3.1.1.3.7 Subrecipient shall complete Attachment 9 (Legal Services Intake Form) and input the information into Management Information System (MIS) within fourteen (14) calendar days of completion and prior to service delivery. Such information includes Client demographics and Case Types (see Attachment 10 (Legal Services Case Types Code) of this Exhibit A). This information is captured in the Legal Assistance section in MIS. Reimbursable hours are entered under the Operations/Service Recording section.

10.3.1.1.4 Community Legal Education

10.3.1.1.4.1 As part of Advice Services, Subrecipient shall provide Community Legal Education at least once a month at each designated Senior Center Site within the Los Angeles County geographic areas, excluding the City of Los Angeles, and other appropriate locations approved by County, to groups of current or potential Clients.

- 10.3.1.1.4.2 Community Legal Education shall consist of presentations on topics of interest including preventative measures against consumer fraud, housing issues, advanced directives for healthcare, wills and trusts, and related issues.
- 10.3.1.1.4.3 Subrecipient must maintain copies of documents as evidence of Community Legal Education. These documents include, but are not limited to, informational materials, publications, flyers, agendas, and power point presentations.
- 10.3.1.1.4.4 Subrecipient shall provide County's Program Manager a schedule of Community Legal Education presentations on a monthly basis or as requested by County.
- 10.3.1.1.4.5 Subrecipient shall input the number of Community Legal Education presentations, and the estimated audience size for each presentation under secondary page, in MIS (Operations/Service Recording section).

**10.3.1.2 Limited Representation**

- 10.3.1.2.1 Subrecipient shall assist Clients in preparing for legal self-representation (i.e., provision of detailed directions on how to take legal action pro se and



assistance with legal document preparation such as health directives and wills, etc.).

- 10.3.1.2.2 Subrecipient shall complete the Legal Services Intake Form (Attachment 9 of this Exhibit A) and input the information into MIS within fourteen (14) calendar days of completion and prior to service delivery. Such information includes Client demographics and Case Types (see Attachment 10 (Legal Services Case Types Code) of this Exhibit A). This information is captured in the Legal Assistance section in MIS. Reimbursable hours are entered under the Operations/Service Recording section.

### **10.3.1.3 Representation**

- 10.3.1.3.1 Subrecipient shall provide in-person representation provided by an Attorney (Employee or Volunteer) to Clients who are before an Administrative or Judicial tribunal. Subrecipient's Attorney(s) will be the advocate and representative for the Client throughout the legal proceeding(s).
- 10.3.1.3.2 Representation may involve, but is not limited to, the Case Types identified in Attachment 10 (Legal Services Case Types Code) of this Exhibit A.
- 10.3.1.3.3 Subrecipient shall provide effective Administrative and Judicial representation in the areas of law affecting Clients with economic and/or social need.
- 10.3.1.3.4 Subrecipient shall complete Attachment 9 (Legal Services Intake Form) and input the information into MIS within fourteen (14) calendar days of completion and prior to service delivery. Such information includes Client demographics and Case Types (see Attachment 10 (Legal Services Case Types Code) of this Exhibit

A). This information is captured in the Legal Assistance section in MIS. Reimbursable hours are entered under the Operations/Service Recording section.

**10.3.2 Services for Title III-E Clients (Family Caregiver of an Older Adult (FCSP-R) or Grandparent/Older Relative Caregiver (FCSP-GR))**

10.3.2.1 Subrecipient shall provide legal assistance with issues associated with caregiving. Subrecipient’s Attorney(s) shall be the advocate and representative for the Client throughout the legal proceeding(s). These Services include the provision of one-to-one legal advice, legal counseling or administrative and judicial representation.

10.3.2.2 Subrecipient shall complete Attachment 9 (Legal Services Intake Form) of this Exhibit A and input the information into MIS within fourteen (14) calendar days of completion and prior to service delivery.

**10.3.3 Subrecipient shall not require a Client to disclose information about their income or resources as a condition for providing Services.**

10.3.3.1 Subrecipient may ask about the Client’s financial circumstance if it is part of the process of providing legal advice, counseling and representation, or for the purpose of identifying additional resources and benefits for which the Client may be eligible.

**10.4 Unit Rates**

10.4.1 The unit rates indicated in the chart below reflect the maximum dollar amount that is reimbursable per each unit of measurement for each Service.

<b>Service Category</b>	<b>Unit of Measurement</b>	<b>Maximum Unit Rate</b>
Advice	One (1) Hour	\$45.00
Limited Representation	One (1) Hour	\$45.00
Representation	One (1) Hour	\$55.00
Title III E Legal Assistance	One (1) Hour	\$55.00

10.4.2 Hours shall be tracked and documented in actual time spent providing the Service and not rounded up to the nearest whole number. To determine the decimal value for a portion of an hour, the actual minutes of Service shall be divided by sixty (60) minutes. As an example, 30 minutes would reflect in the MIS as 0.5 units (30/60=.50). Subrecipient shall maintain a record of the actual time spent and ensure all records are kept in accordance with record retention policies outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

## 10.5 **Fee Generating Cases**

10.5.1 Subrecipient shall not use funds received under the Subaward to provide legal assistance in a fee generating case unless other adequate representation is unavailable or there is an emergency requiring immediate legal action. Subrecipient shall establish procedures for the referral of fee generating cases.

10.5.1.1 Fee generating case means any case or matter which, if undertaken on behalf of an eligible Client by an attorney in private practice, reasonably may be expected to result in a fee for legal services from an award to a Client, from public funds, or from the opposing party.

10.5.1.2 Other adequate representation is deemed unavailable when:

10.5.1.2.1 Recovery of damages is not the principal object of the Client; or

10.5.1.2.2 A court appoints a TLAP provider pursuant to a statute or a court rule or practice of equal applicability to all attorneys in the jurisdiction; or

10.5.1.2.3 An eligible Client is seeking benefits under Title II of the Social Security Act, 42 USC 401, et seq., Federal Old Age, Survivors, and Disability Insurance Benefits; or Title XVI of the Social Security Act, 42 USC 1381, et seq., Supplemental Security Income for Aged, Blind, and Disabled.

- 10.5.1.3 Subrecipient may seek and accept a fee awarded or approved by a court or administrative body, or included in a settlement, or with federal or State law.
- 10.5.1.4 When a case or matter accepted in accordance with this Subparagraph results in a recovery of damages, other than statutory benefits, Subrecipient may only accept reimbursement for out-of-pocket costs and expenses incurred in connection with the case or matter.
- 10.5.2 No funds made available under the Subaward shall be used for lobbying activities, including but not limited to any activities intended to influence any decision or activity by any non-judicial Federal, State or local individual or body. Nothing in this Subparagraph is intended to prohibit an Employee from:
  - 10.5.2.1 Communicating with a governmental agency for the purpose of obtaining information, clarification, or interpretation of the agency's rules, regulations, practices, or policies;
  - 10.5.2.2 Informing a Client about a new or proposed statute, executive order, or administrative regulation;
  - 10.5.2.3 Responding to an individual Client's request for advice only with respect to Client's own communications with officials unless otherwise prohibited by the OAA, Title III regulations or other applicable law. This provision does not authorize publication of lobbying materials or training of Clients on lobbying techniques or the composition of a communication for the Client's use;
  - 10.5.2.4 Making direct contact with AAA for any purpose;
  - 10.5.2.5 Providing a Client with administrative representation in adjudicatory or rulemaking proceedings or negotiations, directly affecting that Client's legal rights in a particular case, claim, or application;
  - 10.5.2.6 Communicating with an elected official for the sole purpose of bringing a Client's legal problem to the attention of that official; or

- 10.5.2.7 Responding to the request of a public official or body for testimony, legal advice or other statements on legislation or other issues related to aging, provided that no such action will be taken without first obtaining the written approval of the AAA.

## 10.6 **Grievance Process**

- 10.6.1 Subrecipient shall develop, implement, and maintain a formal procedure for the resolution of complaints from Clients or a Client's Responsible Other. The grievance process shall be consistent with the procedures required in Section 7400 of Title 22 of the California Code of Regulations.
- 10.6.2 At minimum, the grievance process shall include the following:
  - 10.6.2.1 Time frame within which complaints will be acted upon. A written notification of the investigation results, the resolution, and the appeal procedures must be sent to the complainant and the Los Angeles County AAA within ten (10) business days from which the complaint originates. The notification must include a statement that the Client may appeal to County if dissatisfied with the results of Subrecipient's review.
  - 10.6.2.2 Confidentiality provisions to protect the complainant's rights to privacy.
- 10.6.3 Clients shall be permitted to file grievances or complaints regarding, but not limited to, any of or all the following:
  - 10.6.3.1 Amount or duration of Program Service(s).
  - 10.6.3.2 Termination, denial or discontinuance of Program Service(s).
  - 10.6.3.3 Dissatisfaction with the Program Service(s) being provided by Subrecipient, or with the absence/lack of direct Services provided by Subrecipient. If the complaint involves an issue of professional misconduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, each Client shall be referred to the proper entity.

- 10.6.3.4 Failure of the service provider to comply with any of the requirements set forth in the Department's regulations or in the contract or subgrant agreement with AAA.
- 10.6.3.5 The grievance process shall be posted in a conspicuous public location, such as a Subrecipient's public lobby and accessible for review, and Subrecipient shall ensure that each Client or each Client's Responsible Other is aware of the procedures. Notification shall be posted in English and any primary language shared by a significant number of Clients. Public postings and written notifications are subject to approval by County.
- 10.6.3.6 Subrecipient shall notify all Clients of the grievance process at time of intake.
- 10.6.3.7 Subrecipient shall advise homebound Clients of the grievance process verbally or in writing. Subrecipient is required to distribute notification of the grievance procedures at least once a year to homebound Clients.

## 10.7 **Voluntary Contributions**

- 10.7.1 Subrecipient shall develop and implement a method to enable Clients to contribute to the cost of the Program voluntarily and confidentially.
- 10.7.2 Subrecipient shall ensure that Clients are not required to contribute to the Program when they are requesting or receiving Services.
- 10.7.3 Solicitation of voluntary contributions shall not be coercive.
- 10.7.4 Subrecipient shall clearly inform each Client that there is no obligation to contribute, and that any contributions they make are strictly voluntary.
- 10.7.5 Subrecipient shall ensure that Clients are not denied Services based on their inability or unwillingness to contribute.

- 10.7.6 Subrecipient must have a mechanism in place to ensure that the privacy and confidentiality of each Client is protected whether or not they choose to make a contribution.
- 10.7.7 Subrecipient must establish a procedure for soliciting donations that provides the Client with a confidential method for making donations to a specifically designated program. This also applies to donations made online via Subrecipient's website.
- 10.7.8 Subrecipient shall train Staff at the sign-in table (if applicable) on the donation policy, emphasizing the confidential nature of any contributions.
- 10.7.9 Subrecipient acknowledges that Client contributions received shall be used for Services. Notwithstanding this acknowledgement, any Client contributions will not reduce the Subaward Sum(s) and shall only be used to supplement, not supplant, Program funds.
- 10.7.10 Subrecipient shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Subrecipient's site.
- 10.7.11 Subrecipient shall separate collected contributions from Subaward Sums. All contributions and fees shall be identified as Program Income and used to increase the number of Clients served, facilitate access, and/or provide supportive services.
- 10.7.12 Contributions earned in excess of the amount reported in the Budget(s) shall be deferred for use in the first quarter of the next fiscal year and must be used to expand baseline services. Such funds shall be recorded as Program Income.
- 10.7.13 Subrecipient shall not engage in the following practices pertaining to voluntary contributions/donations and/or share of costs:
  - 10.7.13.1 Request Clients to assist in the share of cost to the Program.
  - 10.7.13.2 Tracking donations by accounts receivable.
  - 10.7.13.3 Tracking donations by individual Clients.

- 10.7.13.4 Pamphlets and websites that state that payment is required for Program Services or state a monetary amount for Program Services.
- 10.7.13.5 Employing tactics, in any way, that could be viewed as embarrassing to Clients and/or obligatory requests for donations.
- 10.7.13.6 Employing tactics such as allowing volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.
- 10.7.13.7 At the time of the intake interview, compelling a Client to pledge a particular amount as an agreed upon donation.
- 10.7.13.8 Using coercion to solicit voluntary contributions.
- 10.7.13.9 A donation request resembling a billing statement or invoice.
- 10.7.13.10 Imposing a suggested contribution rate based on Client's income.

## 10.8 **Community Outreach**

- 10.8.1 Subrecipient shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on available Services for potential Clients. Subrecipient shall also market the Services to all ethnic groups in each Supervisorial District in which the Services are being provided by Subrecipient. Subrecipient's outreach efforts shall include, but are not limited to, distribution of information about Services to community members; developing referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; developing additional ways to access Services; utilizing media directed to targets populations; utilizing bilingual Staff; and other strategies to promote access. All materials must be presented in a culturally sensitive manner by Subrecipient.



10.8.2 Subrecipient shall ensure that information and assistance on Services are provided to all populations including, but not limited to, homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) Clients by participating in activities such as disseminating information at targeted outreach events, conducting presentations at various facilities, and providing culturally appropriate outreach and assistance to overcome disparities in accessing health and social services.

## 10.9 **Collaborations**

10.9.1 Subrecipient must form collaborations with County and City of Los Angeles, Community and Senior Centers, network of providers and other similar community organizations, Adult Protective Services agencies, law enforcement agencies, and legal services providers in order to ensure comprehensive and coordinated Service Delivery and to prevent unnecessary duplication of Services. Subrecipient is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, Subrecipient must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

10.9.2 Subrecipient shall develop linkages with other community-based long-term care service providers, particularly those that see the Client at home.

10.9.3 Subrecipient shall establish procedures to protect all Client information consistent with the terms of this Subaward; any amendments thereto; and all applicable laws and shall not disclose Client information without written consent from County and the Client.

## 10.10 **Customer Satisfaction Surveys**

10.10.1 Subrecipient shall conduct ongoing Customer Satisfaction Surveys with Clients for each fiscal year and retain all surveys on file and accessible to County for review. The results of the surveys will be used by Subrecipient to make quality improvements in Services provided to Clients. Subrecipient may be asked by County to comply with and develop other outcome measures.

- 10.10.2 The Customer Satisfaction Surveys shall be disseminated to all Clients who have received Services during the Fiscal Year.
- 10.10.3 Subrecipient shall collect all Customer Satisfaction Survey responses, tally them during the closeout period, and submit forms to County's Program Manager annually, or as specified by County.

**10.11 Emergency and Disaster Preparedness**

**10.11.1 Emergency Disaster Plan**

10.11.1.1 Notwithstanding Subrecipient's and County's contractual objective to provide Services to Clients, Subrecipient shall make Services available to any person impacted by a nationally or State declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services funds with which to reimburse Subaward for funds expended.

10.11.1.2 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of nature, and third-party negligence, Subrecipient must have an emergency plan in place to ensure that there is no disruption in Services.

10.11.1.3 Subrecipient must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster or emergency. The Emergency and Disaster Plan Basic Requirements (Attachment 6 of this Exhibit A) details the minimum requirements of the plan. The written plan must include the following sections:

10.11.1.3.1 Emergency and Disaster Plan Mission

10.11.1.3.2 Business Continuity Plan (BCP)

10.11.1.3.3 Emergency Response Organization Chart

10.11.1.3.4 Roster of Critical Local Contacts

10.11.1.3.5 Communication Plan

10.11.1.4 The Emergency and Disaster Plan must be made available to Staff and any County-approved Lower Tier Subrecipients for reference before, during, and after the emergency or disaster. Subrecipient's key Staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.

10.11.1.5 Annually, Subrecipient shall update the Emergency and Disaster Plan and submit it to County's Emergency Coordinator as indicated in Exhibit D (County's Administration) of the Subaward.

10.11.1.6 The Emergency and Disaster Plan shall be saved on an encrypted computer storage jump drive for easy access and transportability.

10.11.1.7 Subrecipient must maintain an updated hard copy registry of Clients with contact information for emergency and disaster purposes. Subrecipient shall use the registry to contact Clients to assess if the Client is safe, needs a referral to an evacuation center or other assistance, and has a plan to stay in a safe and healthy environment.

**10.11.2 Site Emergency Resource Survey**

10.11.2.1 Subrecipient shall complete the Site Emergency Resource Survey (Attachment 7 of this Exhibit A) to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.

10.11.2.2 Annually, on the last business day in September, Subrecipient shall submit the Site Emergency Resource Survey to County's Emergency Coordinator.

10.11.2.3 Subrecipient shall also complete and submit an updated Site Emergency Resource Survey to County's Emergency Coordinator anytime there is a change in information.

10.11.3 **Business Continuity Plan**

10.11.3.1 Subrecipient shall develop and have on file a written Business Continuity Plan (BCP) that describes how Subrecipient will reduce the adverse impact of any emergency event or disruption to normal Service delivery, as referenced in Subparagraph 10.3, to Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Subrecipient shall make the BCP available to its Staff and any County-approved Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.

10.11.3.2 The BCP must include a system to track emergency expenditures and emphasize the following:

10.11.3.2.1 Back-up systems for data

10.11.3.2.2 Emergency Service Delivery options

10.11.3.2.3 Community resources

10.11.3.2.4 Transportation

10.11.3.3 Additionally, Subrecipient shall also:

10.11.3.3.1 Designate an Emergency Coordinator to communicate with County's Emergency Coordinator or designee in the event of an emergency, disaster and ensure that County's Emergency Coordinator or designee has current contact information for Subrecipient's Emergency Coordinator.

- 10.11.3.3.2 Coordinate emergency plans with respective City Emergency Plans and local Office of Emergency Services (OES).
- 10.11.3.3.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.
- 10.11.3.3.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.
- 10.11.3.3.5 Maintain a current list of support agencies and Services (in addition to AAA Subrecipients) in local and neighboring communities to provide information and assistance for Clients, their families and representatives, and facility staff.
- 10.11.3.3.6 Maintain a current list of Subrecipient staff and volunteers' telephone numbers, e-mail addresses, and emergency contact information.
- 10.11.3.3.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies and shelf-stable meals.
- 10.11.3.3.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.
- 10.11.3.3.9 Maintain a written escape plan and route for Clients receiving on-site Services during an emergency or disaster. The written escape plan and route shall include a diagram

that is visibly posted at the site. Facilities must have evacuation procedures to facilitate the safe evaluation of individuals to secure locations.

10.11.3.3.10 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs such as additional food, supplies, extra home-delivered meals, home clean-up and safety, emergency medications, transportation, and other immediate needs including:

10.11.3.3.10.1 Assisting Older Individuals, disabled adults, and/or any other persons seeking refuge by linking them with medical or emergency services, family, friends, and community-based programs such as the Red Cross or the appropriate government agency(ies) that can provide assistance.

10.11.3.3.10.2 Coordinating Services for Older Individuals and disabled adults who may be homebound, dependent upon dialysis, or have life-threatening, chronic illnesses

that require immediate emergency intervention.

10.11.3.3.10.3 Relocating homebound, high-risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

#### 10.11.4 **Communication Procedures with County**

10.11.4.1 Subrecipient must provide a status update to County's Emergency Coordinator or designee in the event of an emergency or disaster. The standard communication procedures during and after an emergency or disaster are as follows:

10.11.4.1.1 County's Emergency Coordinator will provide information to Subrecipient and request feedback regarding the impact of the emergency or disaster on Clients, program operations, facilities, and where feasible, the impact on Clients, their family caregivers, individuals with disabilities, and any unmet needs in Los Angeles County (via text message, email, telephone, or any other method that is available).

10.11.4.1.2 Subrecipient will provide information to County's Emergency Coordinator regarding the impact of the emergency or disaster and any unmet needs resulting from the event as soon as possible (via text message, email, telephone, or any other method that is available).

10.11.4.1.3 Information received by County's Emergency Coordinator will be compiled into a report that will be submitted to the Los Angeles County Board of Supervisors and CDA Disaster Preparedness Coordinator.

## 10.12 MIS and Data Reports

10.12.1 Subrecipient shall complete direct data entry into the MIS billing system within fourteen (14) calendar days of Service Delivery. Back-dating of data is not permitted. In completing data entry into the MIS, the following applies:

10.12.1.1 Under Title III-B, Subrecipient shall link a Client to each, and every Service delivered under the three available Service Categories: Advice, Limited Representation and Representation. Any Service delivery recorded in MIS that is not linked will be disallowed by County and shall be deleted from the system by Subrecipient.

10.12.1.2 Subrecipient shall ensure that all Services delivered for Advice, Limited Representation and Representation are recorded in MIS by individual consumer, not by consumer group(s). Each Client will be strictly tracked through individually designated Client Unique ID.

10.12.1.3 Title III-B Services are categorized as Restricted Services by the California Department of Aging (CDA) and Subrecipient is responsible for the collection and recording of limited personal data in MIS. Required data includes Age Distribution, Gender Distribution, Geographic Distribution, Poverty Status, Household Status, Ethnicity Distribution and Race Distribution (refer to Attachment 9 (Legal Services Intake Form) of this Exhibit A).

10.12.1.4 Title III-E Legal Assistance Services are categorized as non-registered Services by the CDA. Subrecipient is required to provide estimated unduplicated Client counts and service units in MIS.



10.12.2 Subrecipient shall track all Subaward Sums and shall provide a comprehensive report of Subaward Sums during audits. Such records shall be maintained in accordance with record retention policies outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

**10.13 Memorandum of Understanding with Long-Term Care Ombudsman Program Service Provider**

10.13.1 Subrecipient shall enter into a Memorandum of Understanding (MOU) with the AAA contracted Long-Term Care Ombudsman Program (LTCOP) service provider. The MOU will, at minimum, address the following:

10.13.1.1 Conflicts of interest of all types;

10.13.1.2 The provision of legal advice;

10.13.1.3 Procedures for referral; and

10.13.1.4 Other technical assistance.

10.13.2 In the event that the LTCOP provider is not able to provide all of the required legal elements for LTCOP, Subrecipient may also enter into the MOU with an alternative written arrangement for providing advice and counsel to residents of Long-Term Care (LTC) facilities. Alternative arrangements may include pro bono legal services to LTCOP and LTC residents. These legal services are provided at no charge to either the program or the resident.

10.13.3 The alternative written arrangement must be preapproved by County's Program Manager. In addition, CDA's legal counsel may also provide guidance to LTCOP provider's staff as requested through the Office of the State Long-Term Care Ombudsman (OSLTCO).

10.13.4 Subrecipient may assist CDA in providing legal representation when an Ombudsman Representative has been subpoenaed as a witness in a suit or when other legal action is threatened or brought in connection with the performance of the official duties of the Ombudsman Representative.

10.13.5 In collaborating with LTCOP provider, Subrecipient shall maintain the confidentiality of all Client files consistent with all

applicable laws as well as Subparagraph 7.6 (Confidentiality) of the Subaward.

#### **10.14 Alternative Methods of Service Delivery During an Emergency**

10.14.1 In the event of an emergency (as determined by Federal authorities, State authorities, and/or County), County, at its sole discretion, may institute alternative methods of service delivery for Subrecipient. Examples include, but are not limited to, Subrecipient utilizing the most appropriate service category based on circumstances, establishing service locations, acquiring additional Staffing, utilizing Personal Protective Equipment (PPE) when required, and employing video conferencing or other similar online or remote methods of providing Services while maintaining health and safety guidelines, etc.

### **11 GREEN INITIATIVES**

- 11.1 Subrecipient shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.
- 11.3 Subrecipient shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 11.4 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.
- 11.5 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e., for janitorial services) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

- 11.6 Subrecipient shall notify County's Program Manager of Subrecipient's new green initiatives seven (7) business days prior to the commencement of this Subaward.

## **12 PERFORMANCE REQUIREMENTS SUMMARY**

- 12.1 A Performance Requirements Summary (PRS) Chart, (Attachment 1 of this Exhibit A), listing required Services and requirements that will be monitored by the County during the term of this Subaward is an important monitoring tool for the County.
- 12.2 All listings of Services and requirements reflected in the PRS Chart are intended to be completely consistent with this Subaward and this SOW and are not meant in any case to create, extend, revise, or expand any obligation of Subaward or beyond that defined in the Subaward and the SOW. In any case of apparent inconsistency between Services and requirements as stated in this Subaward, this SOW and this PRS Chart, the meaning apparent in the Subaward and the SOW will prevail. If Subrecipient initiates a request for a review and as a result, County determines any Services seems to be created in the PRS Chart which is not clearly and forthrightly set forth in this Subaward and this SOW, then that apparent Service will be null and void and place no requirement on Subrecipient.

**ATTACHMENT 1  
(PERFORMANCE REQUIREMENTS SUMMARY CHART)**

The Performance Requirements Summary (PRS) Chart provides a listing of the minimum requirements that Subrecipient shall adhere to, and it reflects the performances that will be monitored during the Subaward term. The PRS Chart also lists examples of the types of documents that will be used during monitoring, as well as the standards of performance and the acceptable quality level of performance.

All listings of required services or standards used in this PRS Chart are intended to be completely consistent with the terms and conditions of this Subaward and Exhibit A (Statement of Work), and are not meant in any case to create, extend, revise or expand any obligation of Subrecipient beyond that defined in the terms and conditions of the Subaward and Exhibit A (Statement of Work). In any case of apparent inconsistency between required services or standards as stated in the terms and conditions of this Subaward, Exhibit A (Statement of Work) and this Attachment 1, the terms and conditions of the Subaward and Exhibit A (Statement of Work) will prevail in that order.

The PRS Chart reflects the areas that shall be evaluated based on the criteria outlined herein.

**Performance Requirement**

This is the outcome that Subrecipient shall achieve as a result of providing of Program Services to Clients. These outcomes will be analyzed by County to measure the quality and effectiveness of Subrecipient's Program Services, which may affect the availability for future Program funding (i.e., if Subrecipient does not meet an outcome and does not correct deficiency(ies), County shall remedy the non-compliance according to the method indicated as Remedy(ies) for Non-Compliance).

**Reference**

The document or source of information from which the Performance Requirement is derived.

**Standard(s)**

This is the benchmark that the Performance Requirement will be measured against and Subrecipient shall not deviate from this without providing a remedy as requested by County.

**Acceptable Quality Level**

This is the minimum level (measured as a percentage of the Standard(s)) that is used to compare Subrecipient's actual performance against the Standard(s). During the term of the Subaward, Subrecipient shall achieve, at a minimum, the Acceptable Quality Level (AQL) when completing the Performance Requirement. The AQL for each Performance Requirement is established by County and it provides an assurance to County that Subrecipient is satisfactorily providing Program Services. The AQL is used to determine whether Subrecipient is achieving the Performance Requirement in accordance with the Subaward and Exhibit A (Statement of Work). Any deviation from the Standard will result in non-compliance of that Performance Requirement (i.e., Subrecipient is not providing Program Services according to this Subaward).

**Remedy(ies) for Non-Compliance**

For non-compliance with the AQL, County, at its sole discretion, has the option to apply the remedy(ies) listed and Subrecipient shall adhere to the remedy(ies) as follows:

- 1) Corrective Action Plan, 2) Probation, 3) Suspend payment(s), 4) Suspend Subaward, 5) Liquidated damages, 6) Reduce and reallocate funds, 7) Terminate Subaward, and/or
- 8) Placement in County's Contractor Alert Reporting Database.

<b>Performance Requirement</b>	<b>Reference</b>	<b>Standard(s)</b>	<b>Acceptable Quality Level (AQL)</b>
Services are provided to eligible Clients	Exhibit A (Statement of Work), Subparagraph 10.1 (Eligibility)	Services must be provided to individuals that are 60 years of age or older (Title III-B Clients); individuals who are 18 years of age or older and is an informal (unpaid) provider of in-home care to an individual 60 years of age or older with a disability, Alzheimer's Disease or related disorder with neurological/organic brain dysfunction, or, individual who is 55 years of age or older, who is the Primary Caregiver of a child, lives with a child, or has a legal relationship with a child, or is the Primary Caregiver of an individual of any age with a Disability.	<b>100%</b>
Provide Mandated Program Services	Subaward Terms and Conditions, Paragraph 3.0 (Work) and Exhibit C (Mandated Program Services)	Services must be provided in accordance with the Mandated Program Services (MPS) and entered into the Management Information System (MIS) within fourteen (14) calendar days of completion.	<b>100%</b>

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Advice	Exhibit A (Statement of Work), Subparagraph 10.3.1 .1 (Advice)	Subrecipient shall provide individualized evaluation of the facts of Client's situation which may lead to counseling and/or provision of information or guidance about the Client's legal circumstances. As part of Advice Services, Subrecipient shall provide Site Consultations (up to 8 hours a month) to Clients at designated Senior Center Sites or other appropriate locations in the community where Older Adults may congregate. Schedule of site consultations shall be provided to County on a monthly basis or as requested. Subrecipient shall provide Community Legal Education which consists of presentations on topics of interest at least once a month at each designated Senior Center Site.	95%
Limited Representation	Exhibit A (Statement of Work), Subparagraph 10.3.1.2 (Limited Representation)	Subrecipient shall assist Clients in preparing for legal self-representation (i.e., provision of detailed directions on how to take legal action pro se and assistance with legal document preparation such as health directives and wills, etc.).	95%
Representation	Exhibit A (Statement of Work), Subparagraph 10.3.1.3 (Representation)	Subrecipient shall provide in-person representation to Clients who are before an Administrative or Judicial tribunal. Subrecipient's Attorney(s) will be the advocate and representative for the Client throughout the legal proceeding. Subrecipient shall provide effective Administrative and Judicial representation in the areas of law affecting Clients with economic and/or social need.	95%
Legal Assistance Services to Title III-E Clients	Exhibit A (Statement of Work), Subparagraph 10.3.2 (Services for Title III-E Clients)	Subrecipient shall provide legal assistance with issues associated with caregiving. Subrecipient's Attorney(s) shall be the advocate and representative for the Client throughout the legal proceeding. These Services include the provision of one-to-one legal advice, legal counseling or administrative and judicial representation.	95%
Complete Legal Service Intake Form	Exhibit A (Statement of Work), Subparagraph 10.3.1.1 (Advice), Subparagraph 10.3.1.2 (Limited Representation), Subparagraph 10.3.1.3 (Representation), and Subparagraph 10.3.2 (Services for Title III-E Clients)	Subrecipient shall complete Exhibit A (Statement of Work), Attachment 9 (Legal Service Intake Form) and input the information into the Management Information System (MIS) within fourteen (14) calendar days of completion and prior to Service delivery.	100%
Grievance Process	Exhibit A (Statement of Work), Subparagraph 10.6 (Grievance Process)	Subrecipient shall develop, implement and maintain a formal procedure for the resolution of complaints from Clients or a Client's Responsible Other. The grievance process shall be consistent with the procedures required in Paragraph 7400 of Title 22 of the California Code of Regulations.	100%
Voluntary Contributions	Exhibit A (Statement of Work), Subparagraph 10.7 (Voluntary Contributions)	Subrecipient shall develop and implement a method to enable Clients to contribute to the cost of the Program voluntarily and confidentially. Client must be given the opportunity to clearly indicate the AAA program voluntary donation is intended for.	100%
Collaborations	Exhibit A (Statement of Work), Subparagraph 10.9 (Collaborations)	Subrecipient must form collaborations with County and City of Los Angeles, Community and Senior Centers, network of providers and other similar community organizations, Adult Protective Services agencies, law enforcement agencies, and legal services providers in order to ensure comprehensive and coordinated Service Delivery and to prevent unnecessary duplication of Services.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Customer Satisfaction Surveys	Exhibit A (Statement of Work), Subparagraph 10.10 (Customer Satisfaction Surveys)	Subrecipient shall conduct ongoing Customer Satisfaction Surveys with Clients for each fiscal year and retain all surveys on file and accessible to County for review. The results of the surveys will be used by Subrecipient to make quality improvements in Services provided to Clients.	100%
Adhere to the mandatory hours of operation	Exhibit A (Statement of Work), Paragraph 7.0 (Hours/Days of Work)	Subrecipient's staff shall be available to all Clients, potential Clients, referral sources, as well as County at a minimum during normal business hours - five (5) day-a-week (Monday through Friday), eight (8) hours per day for the hours of 8:00 a.m. to 5:00 p.m. (not including County recognized holidays).	100%
Attend County meetings	Exhibit A (Statement of Work), Subparagraph 4.1 (Meetings)	Subrecipient shall attend all meetings called by County or its authorized designee.	100%
Provide training to Subrecipient's staff	Exhibit A (Statement of Work), Subparagraph 6.7 (Training)	Ensure that Subrecipient's staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing Services. Subrecipient shall maintain written documentation of all training including agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets which include both a printed name and a signature of attendees.	100%
Emergency Disaster Plan	Exhibit A (Statement of Work), Subparagraph 10.11.1 (Emergency Disaster Plan)	Subrecipient must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster or emergency. The Emergency and Disaster Plan Basic Requirements (Attachment 6 of this Exhibit A) details the minimum requirements of the plan. Subrecipient shall update the Emergency and Disaster Plan and submit it to County's Emergency Coordinator as indicated in Exhibit D (County's Administration) of the Subaward.	100%
Site Emergency Resource Survey	Exhibit A (Statement of Work), Subparagraph 10.11.2 (Site Emergency Resource Survey)	Subrecipient shall complete the Site Emergency Resource Survey (Attachment 7 of Exhibit A) to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster. Annually, on the last business day in September, Subrecipient shall submit the Site Emergency Resource Survey to County's Emergency Coordinator. Subrecipient shall also complete and submit an updated Site Emergency Resource Survey to County's Emergency Coordinator anytime there is a change in information.	100%
Business Continuity Plan	Exhibit A (Statement of Work), Subparagraph 10.11.3 (Business Continuity Plan)	Subrecipient shall develop and have on file a written Business Continuity Plan (BCP) that describes how Subrecipient will reduce the adverse impact of any emergency event or disruption to normal Service delivery, as referenced in Subparagraph 10.3, to Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Subrecipient shall make the BCP available to its Staff and any County-approved Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.	100%
Data Requirements	Exhibit A (Statement of Work), Subparagraphs 10.12 (MIS and Data Reports)	1) Clients have all mandatory fields completed in MIS. 2) Subrecipient shall track all Subaward Sums and shall provide a comprehensive report of Subaward Sums during audits.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Data Entry	Exhibit A (Statement of Work), Subparagraph 10.12 (MIS and Data Reports)	Subrecipient shall complete direct data entry into the MIS billing system within fourteen (14) days of Service delivery. Back-dating of data is not permitted. Subrecipient shall link client to each and every Service delivered under Advice, Limited Representation, and Representation. Any TLAP Service delivery recorded in MIS that is not linked will be disallowed by County and shall be deleted from the system by Subrecipient. Subrecipient shall ensure that all service deliveries are recorded in MIS by individual consumer, not by consumer group(s) (except when applicable i.e. Community Legal Education). Subrecipient shall input the number of Community Legal Education presentations and the estimated audience size for each in MIS.	100%
Provide Program Services and expend Subaward Sums.	Subaward Terms and Conditions, Paragraph 3.0 (Work)	Subrecipient shall provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); Exhibit B (Budget); and, Exhibit C (Mandated Program Services).	95%
Submit Budget and Mandated Program Services documents by County's due date.	Subaward Terms and Conditions, Paragraph 3.0 (Work)	At County's request, Subrecipient shall complete the Budget and Mandated Program Services documents and submit these documents by the due date as prescribed by County.	100%
Notify County in writing of any change in name or address of Subrecipient's Project Manager.	Exhibit A (Statement of Work), Subparagraph 6.3 (Project Manager)	Subrecipient shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Subrecipient shall immediately, within 24 hours, fill the position with a temporary replacement and shall fill the position with a permanent person within 30 days from vacancy.	100%
Maintain accurate records related to the Subaward and Program Services.	Subaward Terms and Conditions, Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement)	Subrecipient to maintain all required financial records; employment records; supporting Program documents; proprietary data; information related to its performance of the Subaward; the Subaward; Subaward amendments, addendums and/or modifications; and, all applicable laws, regulations, directives, change notices and guidance.	100%
Obtain prior approval before entering into/amending Lower Tier Subaward(s).	Subaward Terms and Conditions, Subparagraph 8.40 (Lower Tier Subaward)	Obtain County's advance written approval prior to entering into a Lower Tier Subaward for any Work by providing a draft copy of the proposed Lower Tier Subaward to County's Contract Manager and allowing County up to sixty (60) days to complete the review process.	100%
Maintain current insurance certifications, inspection reports, permits, licenses, etc. and submit to County prior to expiration.	Subaward Terms and Conditions, Subparagraph 8.24 (General Provisions for All Insurance Coverage), Subparagraph 8.25 (Insurance Coverage) and Subparagraph 9.20.3 (Subaward Compliance Documents)	Maintain proof of all current and required insurance coverage for Subrecipient and any Lower Tier Subrecipient(s), inspection reports, permits, and licenses.	100%
Prepare and submit corrective action plan(s).	2 CFR 200.511 WDACS Directive CCD-18-03 (Resolution Procedures) WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures)	Submit a corrective action plan(s) at the direction of County and/or County's duly authorized representatives (including, but not limited to, Federal, State and other County agents) within the prescribed timeline.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Prepare and submit audit engagement letter.	2 CFR 200.501 WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-18-05 (Audit Requirements)	Submit the audit engagement letter for the single audit by the deadline directed by County.	<b>100%</b>
Prepare and submit cost allocation plan.	2 CFR 200.4 WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards)	Submit a cost allocation plan which adheres to the requirements outlined in WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) within the prescribed timeline.	<b>100%</b>
Submit Closeout Reports within due date.	Subaward, Subparagraph 9.21.2 (Closeout Reporting Requirements)	The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.	<b>100%</b>



**ATTACHMENT 2  
(COUNTY RECOGNIZED HOLIDAYS)**

New Year's Day.....	January 1
Martin Luther King Jr.'s Birthday .....	The third Monday in January
Presidents' Day .....	The third Monday in February
Cesar Chavez Day.....	The last Monday in March
Memorial Day .....	The last Monday in May
Juneteenth .....	June 20
Independence Day .....	July 4
Labor Day.....	The first Monday in September
Indigenous Peoples Day .....	The second Monday in October
Veteran's Day.....	November 11
Thanksgiving Day.....	The fourth Thursday in November
Friday after Thanksgiving .....	The fourth Friday in November
Christmas .....	December 25

\*If January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> fall on a Saturday, the preceding Friday is a holiday.

\*If January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> fall on a Sunday, the following Monday is a holiday.

(Los Angeles County Code Ordinance 96-0003 Section 2, 1996)

### ATTACHMENT 3 (COMMUNITY FOCAL POINTS LIST)

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c),  
OAA 2006 306(a)

In the form below, provide the current list of designated community focal points and their addresses. This information must match the total number of focal points reported in the National Aging Program Information System (NAPIS) State Program Report (SPR), i.e., California Aging Reporting System, NAPISCare, Section III.D.

Designated Community Focal Point	Address
<b>Alhambra, City of: Joslyn Adult Center</b>	210 North Chapel Avenue Alhambra, CA 91801
<b>Altadena Community Center (CSS)</b>	730 East Altadena Drive Altadena, CA 91001
<b>Altadena Senior Center (CSS)</b>	560 East Mariposa Street Altadena, CA 91001
<b>AltaMed Health Service: California Southland Chapter</b>	Site 1: 512 South Indiana Street Los Angeles, CA 90063  Site 2: 4421 Wilshire Boulevard Suite #400 Los Angeles, CA 90010
<b>Armenian Relief Society</b>	518 West Glenoaks Boulevard Glendale, CA 91202
<b>Antelope Valley Senior Center (CSS)</b>	777 West Jackman Street Lancaster, CA 93534
<b>Asian Senior Center (CSS)</b>	14112 South Kingsley Drive Gardena, CA 90249
<b>Avalon Medical Development Corp: Catalina Island Medical Center</b>	100 Falls Canyon Road Avalon, CA 90704
<b>Azusa, City of: Azusa Senior Center /Azusa Recreation &amp; Family Service</b>	Site 1: 740 North Dalton Avenue Azusa, CA 91702  Site 2: 320 North Orange Place Azusa, CA 91702
<b>Bet Tzedek Justice for All</b>	3250 Wilshire Boulevard 13 <sup>th</sup> Floor Los Angeles, CA 90010

<b>Burbank, City of : Joslyn Adult Center /Tuttle Center</b>	<p>Site 1: 1301 West Olive Avenue Burbank, CA 91506</p> <p>Site 2: 1731 North Ontario Burbank, CA 91505</p>
<b>Centro Maravilla Service Center (CSS)</b>	4716 East Cesar East Chavez Avenue Los Angeles, CA 90022
<b>Cerritos Senior Center</b>	12340 South Street Cerritos, CA 90703
<b>Chinatown Service Center: Little Tokyo Service Center /Korean Health Education, Info. &amp; Research Center</b>	<p>Site 1: 231 East 3<sup>rd</sup> Street Suite # G106, Los Angeles, CA 90013</p> <p>Site 2: 3727 West 6<sup>th</sup> Street Suite #230 Los Angeles, CA 90020</p> <p>Site 3: 320 South Garfield Avenue Suite#202, Alhambra, CA 91801</p>
<b>Claremont, City of: Joslyn Center /Blaisdell Community Center</b>	<p>Site 1: 660 North Mountain Avenue Claremont, CA 91711</p> <p>Site 2: 440 South College Avenue Claremont, CA 91711</p>
<b>Culver, City of: Culver City Senior Center / Roxbury Park Community Center</b>	<p>Site 1: 4095 Overland Avenue Culver City, CA 90232</p> <p>Site 2: 471 South Roxbury Drive Beverly Hills, CA 90212</p>
<b>East Los Angeles Senior Center (CSS)</b>	133 North Sunol Drive Suite# 237 Los Angeles, CA 90063
<b>East Rancho Dominguez Service Center (CSS)</b>	4513 East Compton Boulevard Compton, CA 90221
<b>El Monte, City of: Jack Crippen Multipurpose Senior Center</b>	3120 North Tyler Avenue El Monte, CA 91731
<b>Florence/Firestone Service Center (CSS)</b>	7807 South Compton Avenue Los Angeles, CA 90001

<b>Gardena, City of</b>	1670 West 162th Street Gardena, CA 90247
<b>Glendale, City of : Adult Recreation Center / Sparr Heights Community Center</b>	Site 1: 201 East Colorado Glendale, CA 91205  Site 2: 1613 Glencoe Way, Glendale, CA 91208
<b>Grandparents As Parents, Inc. : Corporate Office / Edelman Court Caregiver Center</b>	Site 1: 22048 Sherman Way #217 Canoga Park, CA 01303  Site 2: 201 Center Plaza Drive – 5 <sup>th</sup> Floor #422 Monterey Park, CA 91754
<b>Human Services Association</b>	6800 Florence Avenue Bell Gardens, CA 90201
<b>Jewish Family Service: West Hollywood Comprehensive Service Center /Freda Mohr Multipurpose Center</b>	Site 1: 7377 Santa Monica Boulevard West Hollywood, CA 90046  Site 2: 330 North Fairfax Avenue Los Angeles, CA 90036
<b>Just Rite Community Program</b>	17715 Chatsworth Street, Suite 210 Granada Hills, CA 91344
<b>Long Beach Senior Center</b>	1150 East 4 <sup>th</sup> Street Long Beach, CA 90802
<b>Los Nietos Senior Center (CSS)</b>	11640 East Slauson Avenue Whittier, CA 90606
<b>Norwalk, City of : Senior Center</b>	14040 San Antonio Drive Norwalk, CA 90650
<b>Office of Samoan Affairs</b>	20715 South Avalon Boulevard, Suite# 200, Carson, CA 90746
<b>Pomona, City of: Community Service Department</b>	499 East Arrow Hwy Pomona, CA 91767
<b>Potrero Heights Park Community and Senior Center (CSS)</b>	8051 Arroyo Drive Montebello, CA 90640
<b>San Fernando, City of: Las Palmas Park</b>	505 South Huntington Street San Fernando, CA 91340

<b>San Gabriel Valley Service Center (CSS)</b>	1441 Santa Anita Avenue South El Monte, CA 91733
<b>San Gabriel Valley YWCA</b>	943 North Grand Avenue Covina, CA 91724
<b>San Pedro Service Center (CSS)</b>	769 West Third Street San Pedro, CA 90731
<b>Santa Anita Family Service</b>	605 South Myrtle Avenue Monrovia, CA 91016
<b>Santa Clarita Valley Community on Aging</b>	22900 Market Street Santa Clarita, CA 91321
<b>Santa Clarita Valley Service Center (CSS)</b>	24271 Main Street Newhall, CA 91321
<b>Senior Care Action Network (SCAN)</b>	2501 Cherry Avenue Suite# 380 Signal Hill, CA 90755
<b>South El Monte, City of : Senior Center</b>	1556 Central Avenue South El Monte, CA 91733
<b>Southeast Area Social Service Funding Authority</b>	10400 Pioneer Boulevard Suite # 9 Santa Fe Springs, CA 90670
<b>Special Services for Groups: Older Adult Division</b>	515 Columbia Ave #100 Los Angeles, CA 90017
<b>Torrance, City of: Community Services Department, Bartlett Senior Center</b>	1339 Post Avenue. Torrance, CA 90501
<b>Torrance South Bay Family YMCA</b>	2900 West Sepulveda Boulevard Torrance, CA 90505
<b>USC/LA Caregiver Resource Center</b>	3715 McClintock Avenue Los Angeles, CA 90089
<b>Watts Labor Community Action Committee: Bradley Multipurpose Center</b>	10937 South Central Avenue Los Angeles, CA 90059
<b>West Covina, City of</b>	1444 West Garvey Avenue West Covina, CA 91793
<b>WISE &amp; Healthy Aging</b>	1527 4 <sup>th</sup> Street, 2 <sup>nd</sup> Floor Santa Monica, CA 90401
<b>Willowbrook Senior Center (CSS)</b>	12915 South Jarvis Avenue Los Angeles, CA 90401

**ATTACHMENT 4**  
**(INTENTIONALLY OMITTED)**

**ATTACHMENT 5  
(SUBAWARD DISCREPANCY REPORT)**

**To:** \_\_\_\_\_

**From:** \_\_\_\_\_

**Date Prepared:** \_\_\_\_\_

**Returned by Subrecipient:** \_\_\_\_\_

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

**Discrepancy Problems:**

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

\_\_\_\_\_  
Date

**Subcontractor Response (Cause and Corrective Action):**

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

\_\_\_\_\_  
Date

**County Evaluation of Subcontractor Response:**

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

\_\_\_\_\_  
Date

**County Actions:**

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

\_\_\_\_\_  
Date

**Subcontractor Notified of Action:**

\_\_\_\_\_  
County Representative's Signature

\_\_\_\_\_  
Subcontractor Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT 6 (EMERGENCY AND DISASTER PLAN BASIC REQUIREMENTS)**

### **A. Emergency and Disaster Plan Mission and Introductory Statement**

The mission and introductory statement could be the local Office of Emergency Services (OES) statement, or an expansion of it. The mission and introductory statement should include the following elements:

- How the agency will maintain the continuity of agency services to program recipients during and following disaster and emergency events.
- How the agency will advocate on behalf of older individuals, and their family caregivers within their PSA, to assure that the special needs of older individuals are adequately met, during and following the event.

The agency's mission and introductory statement might also include how the agency will:

- Assist older individuals and their family caregivers, who have additional needs resulting from a disaster or an emergency event.
- Provide information and assistance to stakeholders on how to be prepared to meet their own needs during and following the event.
- Focus on resuming services as quickly as possible following the event.
- Collaborate with local disaster preparedness partners to coordinate services for older individuals and their family caregivers within their PSA.
- Prepare for a change in both service demands and in the individual needs of clients currently being served by the agency's network.

### **B. Business Continuity Plan**

Develop a Business Continuity Plan (BCP) for your agency to ensure that your mission can be carried out. The BCP should:

- Provide a brief statement describing the plan for service-continuity following a disaster if normal resources are unavailable or demand exceeds capacity.
- List any MOU or vendor agreements that are in place to provide emergency backup for operations or key resources.
- Have a copy of each signed agreement in an appendix to the plan and on a data-storage device, and review and revise the agreements on an annual basis to assure they remain current.
- Include a contingency plan for staff that are absent or unable to complete their assigned duties.
- Include a system to track emergency expenditures, since they may be reimbursable.
- Emphasize communications, backup systems for data, emergency service delivery options, community resources, and transportation.

### **C. Emergency Response Organization Chart**

The chart should include the name, title, and contact information of staff included in disaster and emergency related activities. Outline the relationships and responsibilities for each person responsible for each function:

- Management - who will take charge, delegate responsibilities, and provide overall direction?



- Operations – who will perform the actions required to get people to safety, restore services, and meet needs or help with recovery?
- Planning – who will gather information and communicate assessments about the emergency and related needs?
- Logistics – who will obtain resources that operations may require?
- Finance – who will track expenditures, hours worked, and document events as they occur?

**D. Roster of Critical Local Contacts in an Emergency**

Include a roster of all contact/agency resources for your Planning and Service Area. The roster should include at least the following:

- Local OES contact information for each county/city within the PSA.
- First responders and law enforcement agencies (Fire, Police, Sheriff).
- Hospitals in the service area.
- American Red Cross and other private relief organizations.
- Community disaster preparedness groups, such as Volunteer Organizations Active in Disasters (VOAD).
- Telephone or communication tree, individuals on the Agency’s Disaster Preparedness Organizational Chart, and order of contact priority.
- Media – local news/emergency broadcast radio and television stations.
- Any additional contacts as appropriate for your community (Ministerial Alliance/Council of Churches).
- Citizen-band clubs or HAM radio operators.
- 

**Roster of Critical Local Contacts in an Emergency (Sample)**

Agency Name: \_\_\_\_\_ County/City: \_\_\_\_\_ Roster Date: \_\_\_\_\_

Agency	Contact Name/Title	Contact Telephone Numbers	Contact Email Address
Example: Local Office of Emergency Services	John Doe, Director of Special Needs Population	Work: Cell: Fax: Home:	Jdoe@lacounty.gov

**E. Communication Plan**

The Communication plan should include at least the following: first responders, agency staff, service providers, community partners, media, volunteers, clients, local Office of Emergency Services, and the AAA Emergency Coordinator.

**Communication Plan (Sample)**

**(Earthquake scenario used as an example – other scenarios can be substituted)**

<b>Who</b>	<b>How</b>	<b>What</b>	<b>When</b>	<b>Where</b>	<b>Why</b>
Who needs to know	How will the message be communicated	What message do you want to convey them	When do they need to know or what is the date/time for the information	Where are the areas affected, providers affected, geographic area, locations of services	Why do they need this information
Service Providers	Telephone, email, cellular phone	Location of elderly and disabled shelter locations	Dates shelters are expected to be in operation	Address and contact information for shelters	Regular shelters are not available for special needs victims

**ATTACHMENT 7  
(SITE EMERGENCY RESOURCE SURVEY)**

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

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

Organization Emergency Coordinator's Name: \_\_\_\_\_

Organization Emergency Coordinator's Phone Number: \_\_\_\_\_

After Hours or Cell Phone Number: \_\_\_\_\_

Organization Emergency Coordinator Email Address: \_\_\_\_\_

1. Given the need to shelter people (especially older individuals and individuals with disabilities) in the community following a major disaster, could your facility provide temporary shelter space for one or two days?

Yes     No     Maybe (w/ training & support)

If different from the address listed above, please attach the address of each facility to this survey.

2. If you answered "Yes," to question number 1, how many people can you accommodate? (Please check your best estimate)

1 to 25                       26 to 50                       51 to 75

76 to 100                       101 or more (please specify: \_\_\_\_\_)

3. In an emergency or disaster, what resources (or supplemental services) could your organization provide? Check all that apply.

<input type="checkbox"/> Counseling Services	<input type="checkbox"/> Emergency Power/Generator
<input type="checkbox"/> Temporary Housing	<input type="checkbox"/> Emergency First Aid
<input type="checkbox"/> Home/Neighborhood Cleanup	<input type="checkbox"/> Volunteers
<input type="checkbox"/> Site for Food/Water	<input type="checkbox"/> Kitchen/Cooking Facilities
<input type="checkbox"/> Storage Distribution	<input type="checkbox"/> Other (please indicate below):

4. Following a major emergency or disaster, could your facility assist in transporting older individuals and individuals with disabilities to disaster services?

Yes (assuming the resources are not in use)  No

If you responded "Yes", what transportation resources does your organization have? Please enter quantity of potentially available transportation resources.

Passenger Sedan(s)  Vans (Passenger or Cargo)  
 Trucks (Including Pickups)  Vans with Wheelchair Lifts  
 Other (please indicate below):

5. Please indicate the support that your organization could provide with language translation, including sign language, at disaster service centers. List languages (other than English):

6. Given the community that your organization serves, would you be able to help in assessing the needs of older individuals in that community or neighborhood following an emergency or disaster?

Yes  No  Maybe (depending on resources at the time)

Please indicate the names of the areas, neighborhoods, or communities where you would be able to assess the needs of older individuals?

**For organizations that provide meal services:**

1. Please indicate the type of meal services that your organization provides. Check all that apply.

\_\_\_\_ Congregate Meals \_\_\_\_ Home-delivered Meals

2. Given your resources, could your organization expand meal services following an emergency or disaster to meet the needs in the community?

\_\_\_\_ Yes \_\_\_\_ No

If yes, provide the following information for each site that will be able to have expanded meal services:

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

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

Site Number: \_\_\_\_\_

Site Emergency Coordinator Name: \_\_\_\_\_

Site Emergency Coordinator After Hours or Cell Phone Number: \_\_\_\_\_

Site Emergency Coordinator E-mail: \_\_\_\_\_

After completing this survey, please send an electronic copy to Agueda Covarrubias, Human Services Administrator, at [acovarrubias@ad.lacounty.gov](mailto:acovarrubias@ad.lacounty.gov)

*\*It is the responsibility of the AAA Contractor to contact the AAA Emergency Coordinator or designee if there are any changes to the survey. An updated and completed survey must be provided.*

**ATTACHMENT 8**  
**(CALIFORNIA STATEWIDE GUIDELINES FOR LEGAL ASSISTANCE)**

**Prepared by:**

**Chisorom U. Okwuosa, Esq.**  
**Legal Services Developer**

**APRIL 7-8, 2015**

**LORA CONNOLLY,**  
**Director**  
**California Department of Aging**

**TABLE OF CONTENTS**

<b>I.</b>	<b>Preface</b> .....	3
<b>II.</b>	<b>Definitions</b> .....	4
<b>III.</b>	<b>Mission Statement</b> .....	8
<b>IV.</b>	<b>Program Purpose</b> .....	8
<b>V.</b>	<b>Target Populations</b> .....	9
<b>VI.</b>	<b>Priority Legal Issues</b> .....	10
<b>VII.</b>	<b>Mechanisms for Reaching Target Groups and Addressing Priority Issues</b> .....	11
<b>VIII.</b>	<b>Providers' Roles and Responsibilities</b> .....	13
	A. General Expectations .....	13
	B. Staff Expectations .....	13
	C. Other Provider Expectations .....	13
	D. Coordination with the Long-Term Care Ombudsman Program .....	15
	E. Other Coordination Expectations .....	16
	F. Ethical Guidelines for Providers .....	16
<b>IX.</b>	<b>Area Agency on Aging Roles and Responsibilities</b> .....	18
	A. General Area Agency on Aging Expectations .....	18
	B. Specific Area Agency on Aging Expectations .....	18
	C. Coordination, Training and Support Responsibilities ...	19
	D. Ethics and Confidentiality .....	19
<b>X.</b>	<b>State Unit of Aging Roles and Responsibilities</b> .....	20
	A. General State Expectations .....	20
	B. Other Expectations .....	20

## **I. PREFACE**

The Older American Act (OAA) of 1965, as amended, designates legal assistance as a priority service funded under Title III-B [42 U.S.C. § 3026(a)(2)]. As such, the funding of legal assistance by each Area Agency on Aging is mandatory, and services must be accessible and available throughout each of the 33 Planning and Service Areas (PSAs) in California.

The Statewide Guidelines for Legal Assistance in California [hereinafter Guidelines] were originally developed by the Legal Services Developer within the California Department of Aging (CDA) in conjunction with representatives from the Area Agencies on Aging (AAAs), Legal Services Providers (LSPs), Ombudsmen, California Association of Area Agencies on Aging (C4A) and the California State Bar. The purpose of the Guidelines is to provide guidance and technical assistance to the AAAs and LSPs on the delivery of quality legal assistance to older individuals, pursuant to the Older Americans Act (OAA) of 1965, as amended. These Guidelines were designed to outline the elements of a quality legal services program and how to promote an effective legal assistance delivery system throughout the state.

On April 7 & 8, 2015, the Model Approaches Grant Partners – CDA, Legal Services of Northern California and the Legal Aid Association of California convened an in-person meeting of a Task Force in San Francisco for the purpose of updating the Guidelines. The Task Force consisted of representatives from CDA, AAAs, LSPs, C4A, Ombudsmen and the California State Bar. The task force was facilitated by Penelope Hommel, Co-Executive Director of The Center for Social Gerontology, Ann Arbor, Michigan.

The Guidelines were circulated to the members of the Task Force in draft form for comments. Following these revisions, the Task Force members, in turn, circulated a draft to their various members and obtained input. Most comments that were consistent with the consensus reached during the in-person meeting were incorporated into the Guidelines, where feasible. This document is now the final update of the Guidelines.

It is important to emphasize that the implementation of the updated Guidelines will not only help ensure compliance with the Older Americans Act and consistency with the Older Californians Act, but will also help to focus the delivery of legal assistance to at risk older individuals in California and promote effective advocacy.

On behalf of the California Department of Aging, I wish to thank my Grant Partners, each member of the Task Force and everyone who contributed or participated in this process.

**July 31, 2015**  
**Chisorom U. Okwuosa, Esq.**  
**Legal Service Developer,**



## **II. DEFINITIONS**

For purpose of these Guidelines, the following definitions are applicable. Many of these definitions mirror those found in the Older Americans Act (OAA) to whatever extent possible and appropriate. Any term not otherwise defined will have its general meaning.

**Abuse** –the willful: (a) infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or (b) deprivation by a person, including a caregiver, of goods or services that are necessary to avoid physical harm, mental anguish or mental illness. See 42 U.S.C. § 3002(1).

**Accessible** – the practical availability of legal services to the target population groups.

**Adult Protective Services (APS)** – those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them. See Cal. Welf. & Inst. Code § 15610.10.

**Advance Directive** – a document executed under the California Health Care Decisions Act (Cal. Prob. Code §§ 4600-4805) designating an agent for making health care decisions in case of the principal’s incapacity and or expressing the principal’s health care and related choices.

**Americans with Disabilities Act** – a federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

**Area Agency on Aging** – the agency on aging designated in a planning and service area to develop and administer the area plan for a comprehensive and coordinated system of services for older people. See 42 U.S.C. § 3025(b).

**Community Legal Education** – An essential system of outreach to inform elders, other service providers and concerned parties of the legal rights of older people in community education forums, which will vary based on the literacy, sophistication, predominant language, available resources, and geographic dispersion of clients. Community legal education is specifically discussed in Standard 3.6 of the “ABA Standards for the Provision of Civil Legal Aid,” where it is described as an important tool for providers and which is available from the State Legal Services Developer.

**Conservatorship** – a court proceeding to appoint a manager for the financial affairs and/or the personal care of an adult who is either physically or mentally unable to handle either or both.

**Legal Assistance** – (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes – (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under

## **California Statewide Guidelines for Legal Assistance**

the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, advice and consultation, litigation, administrative representation, brief services, preparing legal documents and pro se assistance.

**Direct Supervision** – oversight of the provision of services by a professional licensed to provide such services, so as to ensure appropriate quality and scope of services. Direct supervision necessarily includes, but is not limited to, a substantial degree of personal review of work product, and availability to respond to questions from the persons being supervised.

**Exploitation** – (a) the fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an older individual for monetary or personal benefit, profit, or gain, or that results in depriving an older individual of rightful access to, or use of, benefits, resources, belongings, or assets; (b) In subparagraph (a), the term "caregiver" means an individual who has the responsibility for the care of an older individual, either voluntarily, by contract, by receipt of payment for care, or as a result of the operation of law and means a family member or other individual who provides (on behalf of such individual or of a public or private agency, organization, or institution) compensated or uncompensated care to an older individual. See 42 U.S.C. § 3002(18).

**Greatest economic need** – the need resulting from an income level at or below 125% of the current official Federal Poverty Guideline amounts, consistent with financial eligibility policies of the Legal Services Corporation and the Uniform Reporting System for California. See 45 C.F.R § 1611.3. This includes exceptions to the income ceiling for those at 200% or less of the Federal Poverty Guidelines amounts in certain circumstances as enumerated in the Legal Services Corporation regulations. *Id.* at § 1611.5. (Providers may also take the California Elder Economic Security Index into account, as Area Agencies do during their mandated planning process when identifying those in greatest economic need. See Cal. Welf. & Inst. Code § 9400.)

**Greatest social need** – the need caused by non-economic factors, which include:

- (A) physical and mental disabilities;
- (B) language barriers, and
- (C) cultural, social or geographical isolation, including isolation caused by race or ethnicity, sexual orientation or gender identity, or housing status or mobility issue that:
  - (i) restricts the ability of an individual to perform normal daily tasks;
  - (ii) or threatens the capacity of the individual to live independently.

## **California Statewide Guidelines for Legal Assistance**

**Legal Services Provider (LSP)** – an entity that is funded to deliver legal services to older people pursuant to the OAA. Note that this definition shall include, and these Guidelines thus shall apply to any OAA Title IV funded hotline, should one exist.

**Legal Services Corporation (LSC)** – a private, non-membership nonprofit corporation, that provides financial support for legal assistance in non-criminal proceedings or matters to people financially unable to afford legal assistance. See 42 U.S.C. § 2996b(a).

**Long Term Care Ombudsman Program** – a program established by the OAA using State-certified paid and volunteer ombudsman representatives and volunteers who advocate on behalf of residents of long-term care facilities (and potentially individuals receiving long term services and supports in the community) to seek remedies for both individual and systemic issues, and investigate complaints of elder abuse within these facilities. See 42 U.S.C. § 3058g.

**Medi-Cal** – California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

**Medicare** – a federal health insurance program administered by the Centers for Medicare & Medicaid Services (CMS) in the Department of Health and Human Services. that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

**Monitoring Tool** – instrument used to provide specific information about legal services, including staffing, targeting, intake and outreach. Monitoring tools should include components that enable AAAs and providers to assess contractual compliance, ensure consistency with these Guidelines, evaluate the quality and impact of programs, and review program goals and outcomes.

**Older Americans Act of 1965 (OAA)** – a federal Act to provide assistance in the development of new or improved programs to help older people, through grants to states for community planning and services and for training, through research, development, or training project grants, and to establish within the Department of Health and Human Services an operating agency to be designated as the Administration on Aging (Note that the Administration on Aging is now a part of the Administration for Community Living, established in April 2012 by bringing together the Administration on Aging, the Office on Disability and the Administration on Developmental Disabilities and is part of the Department of Health and Human Services). See 42 U.S.C. § 3001 *et seq.*

## **California Statewide Guidelines for Legal Assistance**

**Outreach** – the process of informing potential clients regarding legal information, legal issues, available services and how to access those services. This may include specific information about available services or general education on legal and other relevant issues. Outreach is the key to implementing the targeting and priority setting goals in the OAA. Outreach may also include communication with other organizations or agencies that serve elders targeted under the OAA, such as APS, law enforcement, and community organizations.

**Paralegal** – a person who is qualified by education, training, or work experience, who either contracts with, or is employed by, an attorney, law firm, corporation, governmental agency, or other entity, and who performs substantial legal work under the direction and supervision of an active member of the State Bar of California.

**Planning and Service Area** – a geographic area that is designated for purposes of planning, development, delivery, and overall administration of services under an area plan. See 42 U.S.C. § 3025.

**Program Staff** – includes attorneys, law students, paralegals or unlicensed attorneys, lay advocates, and legal secretaries acting under the supervision of a licensed attorney or as provided by California law, who are employed by a legal services provider and whose primary job duties concern providing legal services to target populations pursuant to the OAA.

**State Legal Service Developer** – a person whose position is mandated by the OAA and whose mission providing state leadership in a) developing legal assistance programs for older people (42 U.S.C. § 3027(a)(13)), and b) securing and maintaining legal rights of older persons (42 U.S.C. § 3058).

**State Unit on Aging** – the California Department of Aging, which administers programs that serve older adults, including legal services programs, administers funds allocated under the federal OAA and the Older Californians Act; referred to throughout this document as “the State.”

**Targeting** – the requirement in the OAA that services reach older people with greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals.

### **III. MISSION STATEMENT**

Ensure justice, dignity, health, security, maximum autonomy and independence to older Californians, particularly those in greatest need, by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy.

### **IV. PROGRAM PURPOSE**

The purpose of the Legal Services Program is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the State of California.

In the development and implementation of local legal services programs, OAA Title III-B legal services providers (“LSPs”), along with their partners, AAAs, Ombudsman programs and the State are to be guided as follows:

- All partners should recognize that LSPs are a part of the continuum of aging services and coordinate with other Older American Act programs to economize costs and develop systems for greatest impact.
- All partners should communicate to each other and to outside interested parties the important impacts of legal services.
- LSPs and AAAs should work together to identify target population – those in greatest social or economic need, or otherwise vulnerable older adults.
- LSPs and AAAs should work together to identify priority legal issues, using this document and the OAA as a guide, but more specifically delineating priorities for each service area in a given time period.
- LSPs and AAAs should work together with a mutual understanding that, where possible, efforts should be made to focus on priority legal issues as designated in this document and further delineated in each service area.
- LSPs and AAAs should work together to make a positive impact on the lives and well being of disadvantaged or vulnerable older persons by balancing serving many individuals with targeting services to specific populations and focusing on their most critical legal issues.
- LSPs should address all OAA legal services needs

## **V. TARGET POPULATIONS**

The OAA, as amended, specifies that services be targeted to those people in greatest social or economic need, including but not limited to low-income individuals, minorities, rural elders, and those with limited English proficiency. Recognizing that the resources of the OAA are inadequate to meet the legal needs of all older adults, legal assistance services must be targeted to specific populations of older adults.

The target populations shall be determined after consideration of the personal and issue-specific risk factors outlined herein. LSPs and AAAs should collaborate to the greatest extent possible and appropriate to identify what populations are in the greatest social or economic need in their service area. Identified populations will vary from program to program to reflect the needs of the particular geographic locale served by each program. This identification can be achieved through formal or informal legal needs assessments, interviews with other service providers, and input from the targeted client groups.

After identifying appropriate target groups, AAAs and LSPs should again collaborate to the extent possible and appropriate to jointly develop a plan to ensure that legal services are targeted to those populations. In developing plans for targeting of legal services to specific groups of older persons, consideration is to be given to ways the legal assistance program can assist such groups to achieve their desired outcome.

Both identification of target groups and plans for targeting and outreach should be reassessed on a regular basis.

Examples of groups, within the broad categories of those with greatest economic or social need are listed below. This list is not exhaustive, mandatory or in priority order; rather it represents a range of possibilities.

- Homebound or limited mobility
- Residing in long-term care facility
- Without access to transportation
- Living alone with no support or otherwise socially or geographically isolated
- Experiencing chronic health problems
- Abused
- Homeless or at risk of homelessness
- Deaf/Hearing Impaired
- Immigrants
- LGBT
- Limited English Proficiency
- People with physical disabilities
- People with dementia or other mental capacity issues
- Grandparents caring for grandchildren
- Formerly incarcerated

## **VI. PRIORITY LEGAL ISSUES**

AAAs and LSPs shall consider the issue areas listed below in preparing their Area Plans and Requests for Proposals (RFP). However, AAAs and LSPs should work collaboratively to establish specific local priorities. In setting local priorities for legal services, LSPs should work together with AAAs as well as other local stakeholders to identify issues of greatest concern to the service area's identified target population(s). Consumer input, formal or informal needs assessments, review of program data and consideration of other available resources to meet the need are just a few of the methods that can be used to identify local priorities.

Below is a list of substantive legal issues that affect target populations in California and that conform to the requirements of the OAA. Each larger issue is an established priority under the OAA and each sub-issue has been identified as commonly arising in California in the given category. These are not listed in order of priority and the list is not exhaustive.

- Income/Nutrition
  - SSI
  - Social Security
  - Pensions/Retirement
  - CalFresh/Supplemental Nutrition Assistance Program (SNAP)
  - Unemployment
- Housing/Utilities
  - Tenant Rights
  - Real Property
  - Utilities
- Long-term Care
  - SNF
  - Facility issues
  - Community-based, long-term care services
- Healthcare
  - MediCal
  - Medicare
  - Managed care
  - Provider/services access
  - Private/Insurance
- Protective Services/Elder Abuse/Defense against Conservatorship
  - Conservatorship issues (focus on defending older persons against guardianship as called for in the OAA § 321(a)(6))
  - Restraining Orders
  - Abuse/neglect
  - Exploitation
  - Advanced Planning/Autonomy/advance directives

## **California Statewide Guidelines for Legal Assistance**

Beyond the OAA priority issues listed above, consideration should be given to these issues identified as priorities in California:

- Consumer
  - Bankruptcy/debt
  - Contracts/warranties
  - Scams/identity theft
  
- Civil Rights
  - LEP Rights
  - Discrimination
  - Immigration

While all of the issues identified above have been identified as common issues throughout California, each service area's priority legal issues will be unique and need not include all of the issues listed. *AAAs and LSPs will jointly establish priorities issues for their service area.* Nothing in these Guidelines shall be construed to require that the LSP provide services in all of these issue areas. LSPs have the discretion to accept special compelling cases in other substantive issue areas not identified above. Also, regardless of the priority issues established by the AAA and LSPs for their area, LSPs can and should consider other factors when deciding whether or not each individual case is appropriate for acceptance. These factors include a client's individual circumstances, the merits of each case, the expertise of the LSP's staff in the type of case, the availability of assistance from complementary service providers and the impact the case might have on the community.

### **VII. MECHANISMS FOR REACHING TARGETED GROUPS AND ADDRESSING PRIORITY ISSUES**

After having jointly identified target populations and priority legal issues, AAAs and LSPs should consider what mechanisms they will use to reach those populations and provide services on those issues. Outreach may involve efforts aimed at targeted seniors or efforts aimed indirectly at seniors via other organizations that serve them. Outreach may also involve education or training. Collaboration between AAAs and LSPs is strongly encouraged in identifying targeting mechanisms and developing strategies. Consultation with other local stakeholders and service providers is also encouraged.

Strategic outreach is the key to implementing the targeting and priority setting goals. Outreach in its broadest sense involves a variety of strategies. A "first-come-first-served" program is the result of unfocused outreach and does not effectively reach targeted client populations. Almost by definition, the most at-risk vulnerable older adults are the most difficult to reach and serve. Only focused outreach will achieve the goal of reaching and serving those groups.



## **California Statewide Guidelines for Legal Assistance**

Successful outreach efforts may include: distribution of information about services to community members, community legal education, developing referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; expanding intake hours and sites; developing additional ways to access services; utilizing media directed to target populations; utilizing bilingual staff; and other strategies to promote access. While outreach efforts, such as community legal education, are aimed at potential legal services clients, outreach may also occur to other organizations and providers. AAAs and LSPs should consider many factors in developing an outreach strategy including time and resources required for different types of outreach, availability of other community resources, both in terms of quantity of resources available and types of services, willingness of other organizations to collaborate, and importance of the target issue or population addressed. For example, some outreach efforts require establishment of relationships and partnerships with other organizations and communities that may be heavily time and resource consuming but will ultimately lead to more appropriately targeted services. Other outreach efforts, while more easily accomplished or perhaps resulting in more clients served, may not succeed in targeting the identified populations or issues. These factors should be considered by AAAs and LSPs in development of outreach strategies.

State and Area Plans are required to include plans for outreach to special target populations. A RFP for Legal Assistance must include a requirement for an outreach plan to such groups. This plan is an important factor to be considered by the AAA in contracting decisions and the contract negotiation process. Outreach plans addressed during the contract negotiation process should not be purely quantitative but rather should consider broader, qualitative impact and effective use of resources based on the specific target populations and issues.

No matter how well suited to a community, for a program to be successful, people must know of its existence, it must be easily accessible, and older people in the community must become aware of the value of legal assistance in protecting their interests and improving their lives.

**VIII. PROVIDER ROLES AND RESPONSIBILITIES**

**A. General Expectations**

Legal services providers (LSPs) are expected to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant PSA. The primary focus of the LSP is to deliver direct legal assistance services.

**B. Staff Expectations**

1. Each program is expected to provide access, at no cost, to legal assistance by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates may provide legal assistance under the direct supervision of a licensed attorney or as otherwise permitted by California law. Each program is required to carry adequate malpractice insurance in accordance with CDA requirements.
2. Program staff are expected to have experience and training or propose a plan for obtaining the necessary training in the priority subject areas of law in which they are providing services.
3. Program advocates are encouraged each year to attend training being provided or sponsored by the State relevant to the subject areas of legal assistance.

**C. Other Provider Expectations**

The LSPs are expected to:

1. Operate according to the Guidelines as set forth in this document and any amendments thereto.
2. Work collaboratively to reach concurrence with the AAA, on an annual basis (or alternatively just in the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> years of the LSP's contract, i.e., not during the competitive RFP process), on the local legal services needs, issue area priorities and identification of target populations.
3. Assist the State and the AAA in developing and amending a model monitoring tool to ensure consistency in the delivery of legal services and that LSPs are providing priority legal services to meet the local needs of the targeted population groups.
4. Refer clients, as necessary, to other appropriate agencies or organizations for services.

## California Statewide Guidelines for Legal Assistance

5. Comply with specific requirements of the OAA by doing the following:
  - a. Utilize funds received from the AAA to maintain existing levels of legal services to eligible individuals and, to the extent practicable, assure that legal services furnished will be in addition to any legal services being furnished with funds from other sources. See 42 U.S.C. § 3027(a)(11)(D). Additionally, any voluntary contributions shall be used to expand services and to supplement (not supplant) OAA funds. See 42 U.S.C. § 3030c-2(b)(4)(D).
  - b. Not condition access to the provision of Title III-B funded legal assistance to any person 60 years of age or older solely on his/her level of income. See 42 U.S.C. § 3030c-2(b)(3). However, a LSP may question the client about financial circumstances as part of the process of providing legal advice, counsel and representation, and also for the purpose of identifying additional financial resources to which the client may be entitled, and to assist in targeting its resources to provide services to clients with greatest social or economic needs. See 45 C.F.R. § 1321.71(e).
  - c. Not deny services to any individual who does not contribute to the cost of the service. See 42 U.S.C. § 3030c-2(b)(3). Clients shall be given an opportunity to voluntarily contribute to the cost of the services they receive. Such opportunity shall be provided in a manner that ensures privacy with respect to contributions. LSPs shall clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. The method of announcing the opportunity to contribute must not discourage the utilization of the service by the contributor or other potentially eligible individuals.
  - d. Demonstrate the ability to provide legal assistance in the primary language(s) spoken by clients. See 45 C.F.R. § 1321.71(c)(5).
  - e. Coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program. See 42 U.S.C. § 3027(a)(11)(B).
  - f. Coordinate legal assistance activities with the private Bar including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis. See 42 U.S.C. § 3027(a)(11)(A)(iii).

## **California Statewide Guidelines for Legal Assistance**

6. Establish a written grievance process for disposition of complaints made by or on behalf of older individuals. See 22 C.C.R. § 7400(a)(2).
7. Have ready access to relevant legal authorities for all appropriate staff, including relevant federal, state, and local laws, manuals for relevant government programs, and relevant support center manuals.
8. Have in place written procedures for case intake, acceptance and rejection.
9. Develop and follow a protocol and a program policy for referral of fee generating cases consistent with the OAA Regulations. See 45 C.F.R. § 1321.71(g).

### **D. Coordination with the Long-Term Care Ombudsman Program**

The ombudsman program is responsible for advocating and investigating complaints on behalf of the residents of long-term care facilities (LTCFs). In addition, the ombudsman program maintains an ongoing presence at LTCFs, monitors care conditions, and serves as a voice for LTCF residents unable to speak for themselves. Other ombudsman responsibilities include representing the interest of the residents wherever possible, witnessing advanced directives, and educating consumers about residents' rights and good care practices. The ombudsman should maintain strict confidentiality unless resident consent is granted.

The LSP and ombudsman operating within the PSA are expected to develop a Memorandum of Understanding (MOU) which will outline their respective roles and responsibilities, mechanisms for appropriate referral to the LSP and other coordination issues. Sample MOUs can be provided by the State upon request.

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and ombudsman services are provided by the same agency, LSPs must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may provide legal consultation to the ombudsman program only in instances where there is a civil suit or other legal action involving a LTCF resident and an ombudsman or the program is called as a witness or has been subpoenaed. LSPs shall not provide legal representation to the

## **California Statewide Guidelines for Legal Assistance**

ombudsman program. Representation of the ombudsman program is the responsibility of the State as described below in Section . X.B.4.

### **E. Other Coordination Expectations**

1. LSPs are to coordinate with the network of other service providers, including but not limited to other LSPs, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
2. LSPs and the State are to emphasize improved communication and sharing of knowledge and resources as part of the statewide LSP community for the benefit of all California seniors. This may include regular communication among LSPs via listserv, on phone calls, and at periodic in-person meetings.
5. LSPs and a statewide or regional senior legal hotline, if available, will coordinate services with each other to maximize benefits to clients in keeping with local needs and conditions.

### **F. Ethical Guidelines for Providers**

1. LSPs must maintain confidentiality in accordance with relevant law and professional codes.
2. LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California.
3. LSPs shall develop and make available to the AAAs and the State Legal Services Developer a program policy on conflicts of interest related to outside employment and client representation.
4. The LSPs that are agencies of a county government are required to provide or refer to an alternate resource for legal assistance where conflict exists between the client and any agency of the county government.
5. LSPs are to exercise all reasonable efforts to avoid conflicts of interest among clients in accordance with the California Rules of Professional Responsibility, and identify alternate sources of legal assistance for clients who cannot be assisted by the provider.
6. LSPs are to make the best effort to clearly identify who is the prospective client and to educate the client or prospective client and other interested parties presenting the client's concerns and aging services communities about the potential conflict.

**IX. AREA AGENCY ON AGING ROLES AND RESPONSIBILITIES**

**A. General Area Agency on Aging Expectations**

AAAs are expected to work with the LSPs to provide leadership on all aging issues in their respective planning and service areas. This leadership will extend to overall planning, advocacy, coordination of services, interagency linkages, information sharing, monitoring, evaluation and support. The AAA will ensure that legal assistance services are incorporated into the area's aging network and ensure that the focus of legal assistance services is consistent with agency identified local goals under the approved area plan.

**B. Specific Area Agency on Aging Expectations**

With respect to legal assistance, the AAAs are expected to:

1. Work collaboratively, on an annual basis (or alternatively just in the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> years of the LSP's contract), to reach concurrence with the LSP on the local legal services needs, issue area priorities and identification of target populations.
2. Assure that LSPs are funded as a priority service and that legal assistance services are available throughout the planning and service area, as resources allow, in accordance with the OAA.
3. Select through a competitive process the LSP(s) best able to demonstrate the experience and capacity to meet the requirements of federal and state laws and regulations, address local concerns, and fulfill these Guidelines.
4. Assure that the primary focus of the LSP is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant planning and service area.
5. Develop and maintain, in partnership with the State and LSPs, a model monitoring tool for legal assistance services.
6. Monitor the program annually to assess compliance with Federal and State laws and regulations and contractual requirements, and to ensure consistency with the Guidelines.
7. Ensure that LSPs have a system in place to allow clients to file complaints or grievances about the operation of the legal assistance program, consistent with Section VIII(C)(6) of these Guidelines.

8. Develop a model Request for Proposals, in partnership with the State Legal Services Developer, consistent with these Guidelines and adapted to each PSA.
9. Consider the quality and not just the quantity of legal services when monitoring and evaluating LSPs and, understand that in certain instances, greater impact can be achieved by serving fewer clients or in fewer hours.

**C. Coordination, Training and Support Responsibilities**

AAAs will, through the procurement and monitoring processes, ensure that LSPs demonstrate:

1. That staff have sufficient professional skills and receive training each year relevant to the subject areas of legal assistance being provided.
2. That a method exists to ensure coordination with other legal and non-legal service providers, including but not limited to Ombudsman, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
3. That an outreach plan is developed and implemented.
4. That all relevant staff have reviewed and are apprised of agreed upon priority issue areas, target populations, and targeting mechanisms.

**D. Ethics and Confidentiality**

AAAs are to recognize and respect that LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code, § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California. AAAs are to observe and respect attorney-client privilege held by LSPs and their clients. The OAA mandates observation of attorney-client privilege, but it also includes provisions concerning a lawyer's ethical obligations to protect client confidentiality. The legislative history of the act makes clear that this includes any client identifying information. Therefore, AAAs are to respect not just attorney-client privilege but that LSPs have a general ethical duty of confidentiality and may be legally justified in protecting client information.

**X. STATE UNIT ON AGING ROLES AND RESPONSIBILITIES**

**A. General State Expectations**

With respect to legal assistance, the State is expected to:

1. Develop an Elder Rights Plan, as a part of the State Plan, which will include and delineate a program to provide leadership for expanding the quality and quantity of legal and advocacy assistance in accordance with the program purposes outlined in Section IV. This function should be done in partnership with the AAAs, LSPs, consumers and other elder rights advocates. The State is to provide for a periodic assessment of the legal and advocacy needs of older individuals with respect to elder rights and unmet needs.
2. Provide a full-time Legal Services Developer and other personnel sufficient to ensure:
  - a. State leadership in securing and maintaining legal rights of older individuals.
  - b. Capacity for coordination of the provision of legal assistance funded under Title III-B and other funding sources.
  - c. Technical assistance, training, and supportive functions to AAAs, LSPs, ombudsman, and other appropriate individuals or organizations.
  - d. Regularly convene meetings with AAAs and LSPs.
3. Develop a system for monitoring the quality of legal assistance services, in partnership with the AAAs and LSPs. The monitoring system shall be designed in such a way as to protect the confidentiality of clients. Any monitoring shall take both quantity and quality of service into consideration with an understanding that in certain instances, greater impact can be achieved by serving fewer clients.

**B. Other Expectations**

1. The State will work with AAAs to develop a model Request for Proposals for adaptation to each area.
2. The State, in conjunction with AAAs and LSPs, will review and update these Guidelines for Legal Services as appropriate and will provide training as needed on the application and implementation of the Guidelines to the AAAs and LSPs.
3. The State will sponsor or provide training annually for LSPs.
4. The State will ensure that legal representation is provided to any representative of the ombudsman program against whom suit or other legal action is brought or threatened to be brought in connection with the performance of the official duties of the ombudsman. See 42 U.S.C. 3058g(g).



ATTACHMENT 9

Legal Services Intake Form  
 Los Angeles County  
 Area Agency on Aging – PSA 19  
 (REV 6/2021)



<b>Legal Service Provider Name:</b>		
<b>Client Name (Last, MI, First) Optional:</b>	<b>Get Care ID/Unique ID:</b>	<b>Open Date:</b>
<b>Client Address:</b>		<b>Close Date:</b>
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>DOB (mm/dd/yr.):</b>	<b>Age:</b>	<b>Telephone:</b>
<b>Geographic Distribution</b> Rural <input type="checkbox"/> Urban <input type="checkbox"/> Declined to State <input type="checkbox"/>		
<b>Case Type:</b> Choose an item.		
<b>Service Level:</b> Choose an item.		
<b>Gender:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender Female to Male <input type="checkbox"/> Transgender Male to Female <input type="checkbox"/> Genderqueer/Gender Non-binary <input type="checkbox"/> Not listed, please specify: <hr/> <input type="checkbox"/> Client Declined to Provide Information	<b>Sex at Birth:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Client Declined to Provide Information	
<b>Sexual Orientation or Sexual Identity:</b> <input type="checkbox"/> Straight/Heterosexual Bisexual Gay/ <input type="checkbox"/> Lesbian/Same-Gender Loving <input type="checkbox"/> Questioning/Unsure Not listed, please specify: <hr/> <input type="checkbox"/> Client Declined to Provide Information	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Not Hispanic/Latino <input type="checkbox"/> Client Declined to Provide Information	



**Race (check all that apply):**

- White
- American Indian/Alaska Native
- Black or African American
- Client Declined to Provide Information

**Asian/Pacific Islander:**

- Chinese
- Japanese
- Filipino
- Korean
- Vietnamese
- Asian Indian
- Laotian
- Cambodian
- Guamanian
- Hawaiian
- Samoan
- Other Asian
- Other Pacific Islander

**Client Characteristics (Select All that Apply)**

- Frail/ Disabled
- Homebound
- Lives Alone
- Institutionalized
- Suspected Victim of Elder Abuse/  
Exploitation
- Limited English Proficiency (LEP)
- Rural
- Greatest Economic Need (Minority)
- Greatest Economic Need (Non-Minority)
- Greatest Economic Need (Minority Status  
Unknown)

Household Status: Choose an item.

Poverty Status: Choose an item.

**ATTACHMENT 10  
(Legal Services Case Type Codes)**



*Cross Walk to ACL SPR Case Types Guide align with Older Americans Act priority areas, and as a result, do not align exactly with LSC data codes. In addition, some ACL case types do not have corresponding LSC data codes. Therefore, ACL recommends that legal assistance providers determine the case type using the definitions ACL has established (available in the “Legal Assistance SPR Guidebook”). However, this document provides guidance on how LSC case types and data codes may relate to SPR data case types.*

Legal Case Types	Legal Services Corporation Case Types Problem Codes
<b>Income</b>	May align with the following LSC legal problem categories and codes: •“Income <b>Maintenance</b> ” codes 71 (TANF), 72 (Social Security (Not SSDI)), 74 (SSDI), 75 (SSI), 76 ( <b>Unemployment Compensation</b> ), 77 (Veterans Benefits), 78 (State and Local Income <b>Maintenance</b> ), and 79 (Other Income <b>Maintenance</b> ) •Does not include code 73 (Food Stamps)
<b>Health care</b>	May align with the following LSC legal problem categories and codes: •“Health” codes 51 (Medicaid), 52 (Medicare), 53 (Government Children’s Health Insurance Programs), 55 (Private Health Insurance), 57 (State and Local Health), and 59 (Other Health) •Does not include code 54 (Home and Community Based Care) or 56 (Long Term Health Care <b>Facilities</b> )
<b>Long-term care</b>	May align with the following LSC legal problem categories and codes: •“Health” codes 54 (Home and Community Based Care) and 56 (Long Term Health Care <b>Facilities</b> )
<b>Nutrition</b>	May align with the following LSC legal problem categories and codes: •“Income <b>Maintenance</b> ” code 73 (Food Stamps)
<b>Housing</b>	May align with the following LSC legal problem categories and codes: •“Housing” codes 61 (Federally Subsidized Housing), 62 (Homeownership/Real Property (Not Foreclosure), 63 (Private Landlord/Tenant), 64 (Public Housing), 65 (Mobile Homes), 66 (Housing Discrimination), 67 (Mortgage Foreclosures (Not Predatory Lending/Practices)), 68 (Mortgage Predatory Lending/Practices), and 69 (Other Housing)
<b>Utilities</b>	May align with the following LSC legal problem categories and codes: •“Consumer/Finance” code 07 (Public Utilities) or 09 (Other Consumer/Finance)
<b>Abuse/Neglect</b>	May align with the following LSC legal problem categories and codes: •“Family” code 37 (Domestic Abuse)
<b>Defense of Guardianship or Protective Services</b>	May align with the following LSC legal problem categories and codes: •“Miscellaneous” code 96 (Advance Directives/Powers of Attorney)
<b>Age Discrimination</b>	May align with the following LSC legal problem categories and codes: •“Individual Rights” codes 85 (Civil Rights) or <b>89</b> (Other Individual Rights) •“Employment” codes 21 (Employment Discrimination) or 25 (Employee Rights) •“Housing” codes 66 (Housing Discrimination) or 69 (Other Housing)
<b>Other/Miscellaneous</b>	

**EXHIBIT B1 (BUDGET)**

**ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.**

Program Services: Supportive Services Program

Funding Type: Older Americans Act (OAA) Title III B

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address] [Enter City] [Enter State] [Enter Zip]  
Main Administrative Office Address City State Zip Code

[Enter Address] [Enter City] [Enter State] [Enter Zip]  
Mailing Address (if different from above) City State Zip Code

<a href="#">Select</a>	<u>[Enter Name]</u>	<u>[Enter Title]</u>	<u>[Enter Number]</u>	<u>[Enter]</u>	<u>[Enter E-Mail]</u>
Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
<a href="#">Select</a>	<u>[Enter Name]</u>	<u>[Enter Title]</u>	<u>[Enter Number]</u>	<u>[Enter]</u>	<u>[Enter E-Mail]</u>
Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address
<a href="#">Select</a>	<u>[Enter Name]</u>	<u>[Enter Title]</u>	<u>[Enter Number]</u>	<u>[Enter]</u>	<u>[Enter E-Mail]</u>
Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address

**PROGRAM FUNDING SUMMARY**

(A) SUPERVISORIAL DISTRICT	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)	SUBRECIPIENT'S FUNDS (SF) (2)				(E) PROGRAM INCOME	(F) TOTAL FUNDING AMOUNT (B+C+D+E)
		(C) MATCH (3)		(D) NON-MATCH			
		CASH	IN-KIND	CASH	IN-KIND		
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
Equipment (Purchases) (4)						\$ -	
Equipment (Other) (5)						\$ -	
<b>GRAND TOTAL (6)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

COUNTY USE ONLY			
Assigned Program Analyst:		Equipment Purchase(s) Approved by:	
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

**NOTE:**

- (1) The SSY1 for each Supervisorial District shall match the Total SSY1 Funding Amount reflected in Exhibit C1 (Mandated Program Services), Section I (Service Unit and Client Summary) for each Supervisorial District.
- (2) The SF (including Match, Non-Match, and Program Income) for each Supervisorial District shall match the Total SF Funding Amount reflected in Exhibit C1 (Mandated Program Services), Section I (Service Unit and Client Summary) for each Supervisorial District.
- (3) The minimum required total match is twelve percent (12%) of SSY1.
- (4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF shall match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit C1 (Mandated Program Services), Section I (Service Unit and Client Summary).
- (5) Funding Amount for Equipment (Other) reflected as SF shall match the Equipment (Other) Funding Amount reflected in Exhibit C1 (Mandated Program Services), Section I (Service Unit and Client Summary).
- (6) The Grand Total Funding Amount under Column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in Exhibit C1 (Mandated Program Services), Section I (Service Unit and Client Summary), Column (F) Total.

Program Services: Supportive Services Program

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

**I. BUDGET DETAIL - PERSONNEL**

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

**I. BUDGET DETAIL - PERSONNEL**

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Taxes	[Enter Rate]				(2)	(2)	(2)	(2)	(2)	(2)		
Benefits	[Enter Rate]				(3)	(3)	(3)	(3)	(3)	(3)		
TOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Personnel)				[Enter Indirect]	(4)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
GRAND TOTAL PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).
- (2): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.
- (3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.
- (4): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** Supportive Services Program  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**II. BUDGET DETAIL - VOLUNTEERS**

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF		(I) TOTAL IN-KIND  (G + H)	(J) VARIANCE  (F - I)
						(G) MATCH (1)	(H) NON-MATCH		
						(1) IN-KIND	(1) IN-KIND		
<b>DIRECT</b>									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
<b>TOTAL DIRECT VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>									
Indirect Costs (Volunteers)					[Enter Indirect]	[Complete as needed]	[Complete as needed]	\$ -	
<b>GRAND TOTAL</b>									
<b>GRAND TOTAL VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**

(1): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

**Program Services:** Supportive Services Program  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**III. BUDGET DETAIL - VOLUNTEER EXPENSES**

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
<b>TOTAL DIRECT VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
(1): Effective January 1, 2023, County's approved mileage rate is \$0.615 per mile. State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.  
(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).



**Program Services:** Supportive Services Program  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**IV. BUDGET DETAIL - LOWER TIER SUBAWARDS**

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT LOWER TIER SUBAWARDS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>												
Indirect Costs (Lower Tier Subawards)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL LOWER TIER SUBAWARDS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
 (1): Use this Budget Detail to report Lower Tier Subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the Services provided by the vendor. Information provided herein shall match the information reflected on Exhibit T (List Lower Tier Subawards).

Prior written approval from County is required before entering into a Lower Tier Subaward(s). All lower tier subawards shall be submitted to County for approval as to form prior to being executed.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** Supportive Services Program  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**V. BUDGET DETAIL - SPACE**

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds \$2.00 per square foot, that will be supported by the SSY1.  
(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** Supportive Services Program  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A      **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**VI. BUDGET DETAIL - EQUIPMENT**

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS  (C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (E+F+G+H+I)	(K) VARIANCE  (E-J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
<b>GRAND TOTAL</b>												
<b>TOTAL DIRECT EQUIPMENT</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
 (1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), and/or when Subrecipient will use \$500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using SSY1 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) SSY1 shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

(2) Purchase includes any equipment that Subrecipient intends to purchase. Subreciept shall report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient shall report this using any combination of Match In-kind and/or Non-match In-kind.

**Program Services:** Supportive Services Program  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**VII. BUDGET DETAIL - OTHER COSTS**

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
<b>TOTAL DIRECT OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.
- (2): Subrecipient shall obtain prior written approval from County if utilizing SSY1 for Conferences.
- (3): Subrecipient shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.
- (4): Effective January 1, 2023, County's approved mileage rate is \$0.615 per mile. State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.
- (5): Subrecipient shall obtain prior written approval from County if utilizing SSY1 for Travel (Other).
- (6): Subrecipient shall contact their assigned Contract Analyst if there is a cost(s) that Subrecipient would like to add that is not included in the drop down list. Subrecipient shall provide detailed explanation of the cost to County review.
- (7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** Supportive Services Program  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A                      **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**VIII. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)		(C) FUNDING CATEGORIES		(D) FUNDING (1)	
		Total Budgeted Costs				Total Budgeted Funding	
<b>DIRECT</b>							
1	Personnel	Cash Other (SSY1)	\$ -	1	SSY1	Cash Other (SSY1)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
2	Volunteers	In-Kind (SF)	\$ -				
3	Volunteer Expenses	Cash Other (SSY1)	\$ -	2	Match	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
4	Lower Tier Subawards	Cash Other (SSY1)	\$ -			In-Kind (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
5	Space	Cash Other (SSY1)	\$ -	3	Non-Match	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
6	Equipment	Cash Other (SSY1)	\$ -			In-Kind (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
7	Other Costs	Cash Other (SSY1)	\$ -	4	Program Income	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
8	Subtotal Direct Costs	Cash Other (SSY1)	\$ -	5	Subtotal Funding for Direct Costs	Cash Other (SSY1)	\$ -
		Cash (SF)	\$ -			Cash (SF)	\$ -
		In-Kind (SF)	\$ -			In-Kind (SF)	\$ -
Variance (Costs-Funding)		Cash					
		In-Kind					

(A) COST CATEGORIES			(B) COSTS (1)		(C) FUNDING CATEGORIES		(D) FUNDING (1)		
			Total Budgeted Costs				Total Budgeted Funding		
<b>INDIRECT</b>									
9	Personnel	Cash Other (SSY1)	\$	-	6	SSY1	Cash Other (SSY1)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
10	Volunteers	In-Kind (SF)	\$	-					
11	Volunteer Expenses	Cash Other (SSY1)	\$	-	7	Match	Cash (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
12	Lower Tier Subawards	Cash Other (SSY1)	\$	-			In-Kind (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
13	Space	Cash Other (SSY1)	\$	-	8	Non-Match	Cash (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
14	Other Costs	Cash Other (SSY1)	\$	-	9	Program Income	Cash (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
15	Subtotal Indirect Costs	Cash Other (SSY1)	\$	-	10	Subtotal Funding for Indirect Costs	Cash Other (SSY1)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
Variance (Costs-Funding)		Cash							
		In-Kind							
<b>GRAND TOTAL</b>									
16	Total Costs	Cash Other (SSY1)	\$	-	11	Total Funding	Cash Other (SSY1)	\$	-
		Cash (SF)	\$	-			Cash (SF)	\$	-
		In-Kind (SF)	\$	-			In-Kind (SF)	\$	-
17	GRAND TOTAL COSTS	\$		-	12	GRAND TOTAL FUNDING	\$		-
Variance (Costs-Funding)									
Subrecipient meets minimum match requirement.									

**NOTE:**  
(1): Costs and Funding shall match.

**EXHIBIT B2 (BUDGET)**

**ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.**

Program Services: National Family Caregiver Support Program (FCSP)

Funding Type: Older Americans Act (OAA) Title III E

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address] [Enter City] [Enter State] [Enter Zip]  
Main Administrative Office Address City State Zip Code

[Enter Address] [Enter City] [Enter State] [Enter Zip]  
Mailing Address (if different from above) City State Zip Code

Select [Enter Name] [Enter Title] [Enter Number] [Enter] [Enter E-Mail]  
Prefix Authorized Representative Job Title Phone Number Ext. E-Mail Address

Select [Enter Name] [Enter Title] [Enter Number] [Enter] [Enter E-Mail]  
Prefix Project Manager Job Title Phone Number Ext. E-Mail Address

Select [Enter Name] [Enter Title] [Enter Number] [Enter] [Enter E-Mail]  
Prefix Budget Analyst Job Title Phone Number Ext. E-Mail Address

**PROGRAM FUNDING SUMMARY**

(A) SUPERVISORIAL DISTRICT	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)	SUBRECIPIENT'S FUNDS (SF) (2)				(E) PROGRAM INCOME	(F) TOTAL FUNDING AMOUNT (B+C+D+E)
		(C) MATCH (3)		(D) NON-MATCH			
		CASH	IN-KIND	CASH	IN-KIND		
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
Equipment (Purchases) (4)						\$ -	
Equipment (Other) (5)						\$ -	
<b>GRAND TOTAL (6)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

COUNTY USE ONLY			
Assigned Program Analyst:		Equipment Purchase(s) Approved by:	
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

**NOTE:**

- (1) The SSY1 for each Supervisorial District shall match the Total SSY1 Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary) for each Supervisorial District.
- (2) The SF (including Match, Non-Match, and Program Income) for each Supervisorial District shall match the Total SF Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary) for each Supervisorial District.
- (3) The minimum required total match is twenty five percent (25%) of SSY1.
- (4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF shall match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary).
- (5) Funding Amount for Equipment (Other) reflected as SF shall match the Equipment (Other) Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary).
- (6) The Grand Total Funding Amount under Column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary), Column (F) Total.



Program Services: National Family Caregiver Support Program (FCSP)

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

**I. BUDGET DETAIL - PERSONNEL**

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

**I. BUDGET DETAIL - PERSONNEL**

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Taxes	[Enter Rate]				(2)	(2)	(2)	(2)	(2)	(2)		
Benefits	[Enter Rate]				(3)	(3)	(3)	(3)	(3)	(3)		
TOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Personnel)				[Enter Indirect]	(4)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
GRAND TOTAL PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).
- (2): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.
- (3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.
- (4): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** National Family Caregiver Support Program (FCSP)  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**II. BUDGET DETAIL - VOLUNTEERS**

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF		(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
						(G) MATCH (1)	(H) NON-MATCH		
						(1) IN-KIND	(1) IN-KIND		
<b>DIRECT</b>									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
<b>TOTAL DIRECT VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>									
Indirect Costs (Volunteers)					[Enter Indirect]	[Complete as needed]	[Complete as needed]	\$ -	
<b>GRAND TOTAL</b>									
<b>GRAND TOTAL VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**

(1): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

Program Services: National Family Caregiver Support Program (FCSP)

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

**III. BUDGET DETAIL - VOLUNTEER EXPENSES**

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
<b>TOTAL DIRECT VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
 (1): Effective January 1, 2023, County's approved mileage rate is \$0.615 per mile. State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.  
 (2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** National Family Caregiver Support Program (FCSP)  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**IV. BUDGET DETAIL - LOWER TIER SUBAWARDS**

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT LOWER TIER SUBAWARDS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>												
Indirect Costs (Lower Tier Subawards)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL LOWER TIER SUBAWARDS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
 (1): Use this Budget Detail to report Lower Tier Subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the Services provided by the vendor. Information provided herein shall match the information reflected on Exhibit T (List Lower Tier Subawards).

Prior written approval from County is required before entering into a Lower Tier Subaward(s). All lower tier subawards shall be submitted to County for approval as to form prior to being executed.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).



**Program Services:** National Family Caregiver Support Program (FCSP)  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**VI. BUDGET DETAIL - EQUIPMENT**

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS  (C*D)	(F) SSY1	SF					(J) TOTAL FUNDING  (E+F+G+H+I)	(K) VARIANCE  (E-J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
<b>GRAND TOTAL</b>												
<b>TOTAL DIRECT EQUIPMENT</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), and/or when Subrecipient will use \$500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using SSY1 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) SSY1 shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

(2) Purchase includes any equipment that Subrecipient intends to purchase. Subrecipient shall report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient shall report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: National Family Caregiver Support Program (FCSP)

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

**VII. BUDGET DETAIL - OTHER COSTS**

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												



(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
<b>TOTAL DIRECT OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.
- (2): Subrecipient shall obtain prior written approval from County if utilizing SSY1 for Conferences.
- (3): Subrecipient shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.
- (4): Effective January 1, 2023, County's approved mileage rate is \$0.615 per mile. State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.
- (5): Subrecipient shall obtain prior written approval from County if utilizing SSY1 for Travel (Other).
- (6): Subrecipient shall contact their assigned Contract Analyst if there is a cost(s) that Subrecipient would like to add that is not included in the drop down list. Subrecipient shall provide detailed explanation of the cost to County review.
- (7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: National Family Caregiver Support Program (FCSP)  
 Fiscal Year: 2023-24  
 Subaward Number: [Enter Subaward Number]  
 Amendment Number: N/A Modification Number: N/A  
 Subrecipient's Legal Name: [Enter Legal Name]

**VIII. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)		(C) FUNDING CATEGORIES		(D) FUNDING (1)	
		Total Budgeted Costs				Total Budgeted Funding	
<b>DIRECT</b>							
1	Personnel	Cash Other (SSY1)	\$ -	1	SSY1	Cash Other (SSY1)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
2	Volunteers	In-Kind (SF)	\$ -				
3	Volunteer Expenses	Cash Other (SSY1)	\$ -	2	Match	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
4	Lower Tier Subawards	Cash Other (SSY1)	\$ -			In-Kind (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
5	Space	Cash Other (SSY1)	\$ -	3	Non-Match	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
6	Equipment	Cash Other (SSY1)	\$ -			In-Kind (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
7	Other Costs	Cash Other (SSY1)	\$ -	4	Program Income	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
8	Subtotal Direct Costs	Cash Other (SSY1)	\$ -	5	Subtotal Funding for Direct Costs	Cash Other (SSY1)	\$ -
		Cash (SF)	\$ -			Cash (SF)	\$ -
		In-Kind (SF)	\$ -			In-Kind (SF)	\$ -
Variance (Costs-Funding)		Cash					
		In-Kind					

(A) COST CATEGORIES			(B) COSTS (1)		(C) FUNDING CATEGORIES		(D) FUNDING (1)		
			Total Budgeted Costs				Total Budgeted Funding		
<b>INDIRECT</b>									
9	Personnel	Cash Other (SSY1)	\$	-	6	SSY1	Cash Other (SSY1)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
10	Volunteers	In-Kind (SF)	\$	-					
11	Volunteer Expenses	Cash Other (SSY1)	\$	-	7	Match	Cash (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
12	Lower Tier Subawards	Cash Other (SSY1)	\$	-			In-Kind (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
13	Space	Cash Other (SSY1)	\$	-	8	Non-Match	Cash (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
14	Other Costs	Cash Other (SSY1)	\$	-	9	Program Income	Cash (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
15	Subtotal Indirect Costs	Cash Other (SSY1)	\$	-	10	Subtotal Funding for Indirect Costs	Cash Other (SSY1)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
Variance (Costs-Funding)		Cash							
		In-Kind							
<b>GRAND TOTAL</b>									
16	Total Costs	Cash Other (SSY1)	\$	-	11	Total Funding	Cash Other (SSY1)	\$	-
		Cash (SF)	\$	-			Cash (SF)	\$	-
		In-Kind (SF)	\$	-			In-Kind (SF)	\$	-
17	GRAND TOTAL COSTS	\$		-	12	GRAND TOTAL FUNDING	\$		-
Variance (Costs-Funding)									
Subrecipient meets minimum match requirement.									

**NOTE:**  
(1): Costs and Funding shall match.

**EXHIBIT B3 (BUDGET)**

**ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.**

Program Services: National Family Caregiver Support Program (FCSP) Grandparent Relative Services

Funding Type: Older Americans Act (OAA) Title III E

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address] [Enter City] [Enter State] [Enter Zip]  
**Main Administrative Office Address** **City** **State** **Zip Code**

[Enter Address] [Enter City] [Enter State] [Enter Zip]  
**Mailing Address (if different from above)** **City** **State** **Zip Code**

<u>Select</u>	<u>[Enter Name]</u>	<u>[Enter Title]</u>	<u>[Enter Number]</u>	<u>[Enter]</u>	<u>[Enter E-Mail]</u>
<b>Prefix</b>	<b>Authorized Representative</b>	<b>Job Title</b>	<b>Phone Number</b>	<b>Ext.</b>	<b>E-Mail Address</b>
<u>Select</u>	<u>[Enter Name]</u>	<u>[Enter Title]</u>	<u>[Enter Number]</u>	<u>[Enter]</u>	<u>[Enter E-Mail]</u>
<b>Prefix</b>	<b>Project Manager</b>	<b>Job Title</b>	<b>Phone Number</b>	<b>Ext.</b>	<b>E-Mail Address</b>
<u>Select</u>	<u>[Enter Name]</u>	<u>[Enter Title]</u>	<u>[Enter Number]</u>	<u>[Enter]</u>	<u>[Enter E-Mail]</u>
<b>Prefix</b>	<b>Budget Analyst</b>	<b>Job Title</b>	<b>Phone Number</b>	<b>Ext.</b>	<b>E-Mail Address</b>

**PROGRAM FUNDING SUMMARY**

(A) SUPERVISORIAL DISTRICT	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)	SUBRECIPIENT'S FUNDS (SF) (2)				(E) PROGRAM INCOME	(F) TOTAL FUNDING AMOUNT (B+C+D+E)
		(C) MATCH (3)		(D) NON-MATCH			
		CASH	IN-KIND	CASH	IN-KIND		
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
Equipment (Purchases) (4)						\$ -	
Equipment (Other) (5)						\$ -	
<b>GRAND TOTAL (6)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

COUNTY USE ONLY			
Assigned Program Analyst:		Equipment Purchase(s) Approved by:	
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

**NOTE:**

- (1) The SSY1 for each Supervisorial District shall match the Total SSY1 Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary) for each Supervisorial District.
- (2) The SF (including Match, Non-Match, and Program Income) for each Supervisorial District shall match the Total SF Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary) for each Supervisorial District.
- (3) The minimum required total match is twenty five percent (25%) of SSY1.
- (4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF shall match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary).
- (5) Funding Amount for Equipment (Other) reflected as SF shall match the Equipment (Other) Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary).
- (6) The Grand Total Funding Amount under Column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in Exhibit C2 (Mandated Program Services), Section I (Service Unit and Client Summary), Column (F) Total.

Program Services: National Family Caregiver Support Program (FCSP) Grandparent Relative Services

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

**I. BUDGET DETAIL - PERSONNEL**

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

**I. BUDGET DETAIL - PERSONNEL**

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Taxes	[Enter Rate]				(2)	(2)	(2)	(2)	(2)	(2)		
Benefits	[Enter Rate]				(3)	(3)	(3)	(3)	(3)	(3)		
TOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Personnel)				[Enter Indirect]	(4)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
GRAND TOTAL PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).
- (2): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.
- (3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.
- (4): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** National Family Caregiver Support Program (FCSP) Grandparent Relative Services  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**II. BUDGET DETAIL - VOLUNTEERS**

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF		(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
						(G) MATCH (1)	(H) NON-MATCH		
						(1) IN-KIND	(1) IN-KIND		
<b>DIRECT</b>									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
<b>TOTAL DIRECT VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>									
Indirect Costs (Volunteers)					[Enter Indirect]	[Complete as needed]	[Complete as needed]	\$ -	
<b>GRAND TOTAL</b>									
<b>GRAND TOTAL VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**

(1): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

Program Services: National Family Caregiver Support Program (FCSP) Grandparent Relative Services

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

**III. BUDGET DETAIL - VOLUNTEER EXPENSES**

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
<b>TOTAL DIRECT VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
 (1): Effective January 1, 2023, County's approved mileage rate is \$0.615 per mile. State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.  
 (2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).



**Program Services:** National Family Caregiver Support Program (FCSP) Grandparent Relative Services  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**IV. BUDGET DETAIL - LOWER TIER SUBAWARDS**

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT LOWER TIER SUBAWARDS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Lower Tier Subawards)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL LOWER TIER SUBAWARDS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
 (1): Use this Budget Detail to report Lower Tier Subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the Services provided by the vendor. Information provided herein shall match the information reflected on Exhibit T (List Lower Tier Subawards).

Prior written approval from County is required before entering into a Lower Tier Subaward(s). All lower tier subawards shall be submitted to County for approval as to form prior to being executed.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).



**Program Services:** National Family Caregiver Support Program (FCSP) Grandparent Relative Services  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A      **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**VI. BUDGET DETAIL - EQUIPMENT**

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS  (C*D)	(F) SSY1	SF					(J) TOTAL FUNDING  (E+F+G+H+I)	(K) VARIANCE  (E-J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
<b>GRAND TOTAL</b>												
<b>TOTAL DIRECT EQUIPMENT</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
 (1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), and/or when Subrecipient will use \$500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using SSY1 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) SSY1 shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

(2) Purchase includes any equipment that Subrecipient intends to purchase. Subreciept shall report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient shall report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: National Family Caregiver Support Program (FCSP) Grandparent Relative Services

Fiscal Year: 2023-24

Subaward Number: [Enter Subaward Number]

Amendment Number: N/A Modification Number: N/A

Subrecipient's Legal Name: [Enter Legal Name]

**VII. BUDGET DETAIL - OTHER COSTS**

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
<b>TOTAL DIRECT OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.
- (2): Subrecipient shall obtain prior written approval from County if utilizing SSY1 for Conferences.
- (3): Subrecipient shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.
- (4): Effective January 1, 2023, County's approved mileage rate is \$0.615 per mile. State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.
- (5): Subrecipient shall obtain prior written approval from County if utilizing SSY1 for Travel (Other).
- (6): Subrecipient shall contact their assigned Contract Analyst if there is a cost(s) that Subrecipient would like to add that is not included in the drop down list. Subrecipient shall provide detailed explanation of the cost to County review.
- (7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: National Family Caregiver Support Program (FCSP) Grandparent Relative Services  
 Fiscal Year: 2023-24  
 Subaward Number: [Enter Subaward Number]  
 Amendment Number: N/A Modification Number: N/A  
 Subrecipient's Legal Name: [Enter Legal Name]

**VIII. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)		(C) FUNDING CATEGORIES		(D) FUNDING (1)	
		Total Budgeted Costs				Total Budgeted Funding	
<b>DIRECT</b>							
1	Personnel	Cash Other (SSY1)	\$ -	1	SSY1	Cash Other (SSY1)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
2	Volunteers	In-Kind (SF)	\$ -				
3	Volunteer Expenses	Cash Other (SSY1)	\$ -	2	Match	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
4	Lower Tier Subawards	Cash Other (SSY1)	\$ -			In-Kind (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
5	Space	Cash Other (SSY1)	\$ -	3	Non-Match	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
6	Equipment	Cash Other (SSY1)	\$ -			In-Kind (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
7	Other Costs	Cash Other (SSY1)	\$ -	4	Program Income	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
8	Subtotal Direct Costs	Cash Other (SSY1)	\$ -	5	Subtotal Funding for Direct Costs	Cash Other (SSY1)	\$ -
		Cash (SF)	\$ -			Cash (SF)	\$ -
		In-Kind (SF)	\$ -			In-Kind (SF)	\$ -
Variance (Costs-Funding)		Cash					
		In-Kind					

(A) COST CATEGORIES			(B) COSTS (1)		(C) FUNDING CATEGORIES		(D) FUNDING (1)		
			Total Budgeted Costs				Total Budgeted Funding		
<b>INDIRECT</b>									
9	Personnel	Cash Other (SSY1)	\$	-	6	SSY1	Cash Other (SSY1)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
10	Volunteers	In-Kind (SF)	\$	-					
11	Volunteer Expenses	Cash Other (SSY1)	\$	-	7	Match	Cash (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
12	Lower Tier Subawards	Cash Other (SSY1)	\$	-			In-Kind (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
13	Space	Cash Other (SSY1)	\$	-	8	Non-Match	Cash (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
14	Other Costs	Cash Other (SSY1)	\$	-	9	Program Income	Cash (SF)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
15	Subtotal Indirect Costs	Cash Other (SSY1)	\$	-	10	Subtotal Funding for Indirect Costs	Cash Other (SSY1)	\$	-
		Cash (SF)	\$	-					
		In-Kind (SF)	\$	-					
Variance (Costs-Funding)		Cash							
		In-Kind							
<b>GRAND TOTAL</b>									
16	Total Costs	Cash Other (SSY1)	\$	-	11	Total Funding	Cash Other (SSY1)	\$	-
		Cash (SF)	\$	-			Cash (SF)	\$	-
		In-Kind (SF)	\$	-			In-Kind (SF)	\$	-
17	GRAND TOTAL COSTS	\$		-	12	GRAND TOTAL FUNDING	\$		-
Variance (Costs-Funding)									
Subrecipient meets minimum match requirement.									

**NOTE:**  
(1): Costs and Funding shall match.





Program Services: Traditional Legal Assistance (Supportive Services)  
 Funding Type: Older Americans Act (OAA) Title III-B  
 Fiscal Year: 2023-24  
 Subaward Number: [Enter Subaward Number]  
 Amendment Number: N/A Modification Number: N/A  
 Subrecipient's Legal Name: [Enter Legal Name]

**I. Service Unit and Client Summary**

		(A) Sup Dist 1			(B) Sup Dist 2		(C) Sup Dist 3		(D) Sup Dist 4		(E) Sup Dist 5		(F) TOTAL			(G) SERVICE UTILIZATION		
Total Unduplicated Clients (1)	New																	
	Continued																	
	Total																	
Service Category	Unit Rate (2)	Units (3)	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units (4)	Funding Amount (5)	Percentage Allocated	Clients (6)	Avg. Unit Per Client	Avg. Cost Per Client	
Advice	SSY1 (7)	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-	
	SF (8)	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-	
Limited Representation	SSY1	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-	
	SF	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-	
Representation	SSY1	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-	
	SF	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-	
Equipment (Purchases) (9)	SSY1			\$ -		\$ -		\$ -		\$ -			\$ -					
	SF			\$ -		\$ -		\$ -		\$ -			\$ -					
Equipment (Other) (10)	SSY1																	
	SF			\$ -		\$ -		\$ -		\$ -			\$ -					
TOTAL	SSY1		-	\$ -		\$ -		\$ -		\$ -			\$ -			-	\$ -	
	SF		-	\$ -		\$ -		\$ -		\$ -			\$ -			-	\$ -	
	Grand Total		-	\$ -		\$ -		\$ -		\$ -			\$ -			-	\$ -	

**NOTE:**

- (1) Enter the number of unduplicated clients (new and continued from previous fiscal year (if applicable)) for each Supervisorial District that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work), Subparagraph 10.1 (Eligibility Criteria) and these individuals are counted only once within a Fiscal Year for reporting purposes. New clients are clients that have not been served by Subrecipient in prior years.
- (2) Enter the Unit Rate for both the SSY1 and SF (amount of Match, Non-Match, and Program Income) that will be funded by Subrecipient for the Services.
- (3) Enter the number of Units for each Service Category to be provided using SSY1 and SF. If SSY1 and SF will both be used to provide the same Units then enter the number of Units for SSY1 only. If additional Units will be provided using SF then enter the number of SF Units.
- (4) The Grand Total Units under column (F) Total shall match the Grand Total Units reflected in Section II (Service Units by Month) Total column.
- (5) The Grand Total Funding Amount under column (F) Total shall match the Grand Total Funding Amount reflected in Exhibit B1 (Budget) Cover Page column (F) Total Funding.
- (6) Enter the number of clients for each service category for SSY1 and/or SF. If the clients are funded with SSY1 and SF, enter the clients in SSY1 or SF rows only for each of the service - do not duplicate client counts in both SSY1 and SF.
- (7) SSY1: Subaward Sum Year 1
- (8) SF: Subrecipient's Funds
- (9) Enter the amount of equipment purchase(s) that is reflected on Exhibit B1 (Budget).
- (10) Enter the amount of equipment (other) that is reflected on Exhibit B1 (Budget). Equipment (Other) includes any equipment (except for leased equipment) which is not purchased by Subrecipient (i.e., donated items).

**Program Services:** Traditional Legal Assistance (Supportive Services)  
**Funding Type:** Older Americans Act (OAA) Title III-B  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**II. Service Units By Month**

Service Category	Service Category						TOTAL	
	Advice		Limited Representation		Representation		Units	Clients
	Month	Units	Clients	Units	Clients	Units		
JULY							-	-
AUGUST							-	-
SEPTEMBER							-	-
OCTOBER							-	-
NOVEMBER							-	-
DECEMBER							-	-
JANUARY							-	-
FEBRUARY							-	-
MARCH							-	-
APRIL							-	-
MAY							-	-
JUNE							-	-
<b>GRAND TOTAL (1)</b>		-	-	-	-	-	-	-

**NOTE:**

(1) For each Service Category, the Grand Total Units shall match the Units reflected in Section I (Service Unit and Client Summary), (Column F (Units) for SSY1 and SF combined).

**Program Services:** Traditional Legal Assistance (Supportive Services)  
**Funding Type:** Older Americans Act (OAA) Title III-B  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A                      **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**III. Site Summary**

	Site Name	Site Address/Phone No.	Manager	Service Areas		Hours of Operation	
				Sup District(s) Served	Zip Code(s) Served in Each Site	M-F	Sat./Sun
1	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
2	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
3	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
4	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
5	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
6	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
7	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
8	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
9	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
10	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
11	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
12	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
13	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]



Program Services: Traditional Legal Assistance Program (National Family Caregiver Support Services)  
 Funding Type: Older Americans Act (OAA) Title III-E  
 Fiscal Year: 2023-24  
 Subaward Number: [Enter Subaward Number]  
 Amendment Number: N/A Modification Number: N/A  
 Subrecipient's Legal Name: [Enter Legal Name]

**I. Service Unit and Client Summary**

		(A) Sup Dist 1		(B) Sup Dist 2		(C) Sup Dist 3		(D) Sup Dist 4		(E) Sup Dist 5		(F) TOTAL			(G) SERVICE UTILIZATION		
Total Unduplicated Clients (1)	New																
	Continued																
	Total																
Service Category	Unit Rate (2)	Units (3)	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units (4)	Funding Amount (5)	Percentage Allocated	Clients (6)	Avg. Unit Per Client	Avg. Cost Per Client
Family Caregiver	SSY1 (7)	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-
	SF (8)	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-
Grandparent/Relative Caregiver	SSY1	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-
	SF	\$ -		\$ -		\$ -		\$ -		\$ -			\$ -			-	-
Equipment (Purchases) (9)	SSY1			\$ -		\$ -		\$ -		\$ -			\$ -				
	SF			\$ -		\$ -		\$ -		\$ -			\$ -				
Equipment (Other) (10)	SSY1																
	SF			\$ -		\$ -		\$ -		\$ -			\$ -				
TOTAL	SSY1		-	\$ -		\$ -		\$ -		\$ -			\$ -			-	\$ -
	SF		-	\$ -		\$ -		\$ -		\$ -			\$ -			-	\$ -
	Grand Total		-	\$ -		\$ -		\$ -		\$ -			\$ -			-	\$ -

**NOTE:**

- (1) Enter the number of unduplicated clients (new and continued from previous fiscal year (if applicable)) for each Supervisorial District that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work), Subparagraph 10.1 (Eligibility Criteria) and these individuals are counted only once within a Fiscal Year for reporting purposes. New clients are clients that have not been served by Subrecipient in prior years.
- (2) Enter the Unit Rate for both the SSY1 and SF (amount of Match, Non-Match, and Program Income) that will be funded by Subrecipient for the Services.
- (3) Enter the number of Units for each Service Category to be provided using SSY1 and SF. If SSY1 and SF will both be used to provide the same Units then enter the number of Units for SSY1 only. If additional Units will be provided using SF then enter the number of SF Units.
- (4) The Grand Total Units under column (F) Total shall match the Grand Total Units reflected in Section II (Service Units by Month) Total column.
- (5) The Grand Total Funding Amount under column (F) Total shall match the Grand Total Funding Amount reflected in Exhibit B1 (Budget) Cover Page column (F) Total Funding.
- (6) Enter the number of clients for each service category for SSY1 and/or SF. If the clients are funded with SSY1 and SF, enter the clients in SSY1 or SF rows only for each of the service - do not duplicate client counts in both SSY1 and SF.
- (7) SSY1: Subaward Sum Year 1
- (8) SF: Subrecipient's Funds
- (9) Enter the amount of equipment purchase(s) that is reflected on Exhibit B2 (Budget) and Exhibit B3 (Budget).
- (10) Enter the amount of equipment (other) that is reflected on Exhibit B2 (Budget) and Exhibit B3 (Budget). Equipment (Other) includes any equipment (except for leased equipment) which is not purchased by Subrecipient (i.e., donated items).

**Program Services:** Traditional Legal Assistance Program (National Family Caregiver Support Services)  
**Funding Type:** Older Americans Act (OAA) Title III-E  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**II. Service Units By Month**

Service Category	Service Category				TOTAL	
	Family Caregiver		Grandparent/Relative Caregiver		Units	Clients
Month	Units	Clients	Units	Clients		
JULY					-	-
AUGUST					-	-
SEPTEMBER					-	-
OCTOBER					-	-
NOVEMBER					-	-
DECEMBER					-	-
JANUARY					-	-
FEBRUARY					-	-
MARCH					-	-
APRIL					-	-
MAY					-	-
JUNE					-	-
<b>GRAND TOTAL (1)</b>	-	-	-	-	-	-

**NOTE:**

(1) For each Service Category, the Grand Total Units shall match the Units reflected in Section I (Service Unit and Client Summary), (Column F (Units) for SSY1 and SF combined).

**Program Services:** Traditional Legal Assistance Program (National Family Caregiver Support Services)  
**Funding Type:** Older Americans Act (OAA) Title III-E  
**Fiscal Year:** 2023-24  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A                      **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**III. Site Summary**

	Site Name	Site Address/Phone No.	Manager	Service Areas		Hours of Operation	
				Sup District(s) Served	Zip Code(s) Served in Each Site	M-F	Sat./Sun
1	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
2	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
3	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
4	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
5	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
6	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
7	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
8	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
9	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
10	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
11	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
12	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]
13	[Enter Site Name]	[Enter Site Address/ Public Phone Number]	[Enter Manager's Name/ Phone Number/ Email]	[Enter Sup. Dist.]	[Enter Zip Code(s)]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat/Sun.]

**EXHIBIT D  
(COUNTY'S ADMINISTRATION)**

**FISCAL YEAR:**     2023-2024

**COUNTY'S DEPARTMENT HEAD**

Name:                   Dr. Laura Trejo  
Title:                   Executive Director  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 291-0028  
E-Mail Address:        [ltrejo@ad.lacounty.gov](mailto:ltrejo@ad.lacounty.gov)

**COUNTY'S CONTRACT MANAGER**

Name:                   Ms. Carol Domingo  
Title:                   Program Manager  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 639-6339  
E-Mail Address:        [cdomingostephen@ad.lacounty.gov](mailto:cdomingostephen@ad.lacounty.gov)

**COUNTY'S PROGRAM MANAGER**

Name:                   Ms. Anna Avdalyan  
Title:                   Assistant Director  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 738-4749  
E-Mail Address:        [aavdalyan@ad.lacounty.gov](mailto:aavdalyan@ad.lacounty.gov)

**COUNTY'S COMPLIANCE MANAGER**

Name:                   Mr. Jose Perez  
Title:                   Administrative Deputy II  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 738-2273  
E-Mail Address:        [jperez@ad.lacounty.gov](mailto:jperez@ad.lacounty.gov)

**COUNTY'S EMERGENCY COORDINATOR**

Name:                   Ms. Joy Bennett  
Title:                   Administrative Services Manager  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 738-2920  
E-Mail Address:        [jbennett@ad.lacounty.gov](mailto:jbennett@ad.lacounty.gov)



**EXHIBIT E  
(SUBRECIPIENT'S ADMINISTRATION)**

Effective as of: [Click here to enter a date.](#)

**SUBRECIPIENT'S LEGAL  
NAME:**

[Click here to enter text.](#)

---

**SUBAWARD NUMBER:**

[Click here to enter text.](#)

---

**UEI NUMBER:**

[Click here to enter text.](#)

---

**SUBRECIPIENT'S PROJECT MANAGER<sup>1</sup>:**

Name:

[Click here to enter text.](#)

---

Title:

[Click here to enter text.](#)

---

Address:

[Click here to enter text.](#)

---

[Click here to enter text.](#)

---

Telephone:

[Click here to enter text.](#)

---

E-Mail Address:

[Click here to enter text.](#)

---

**SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE(S)<sup>2</sup>:**

Name:

[Click here to enter text.](#)

---

Title:

[Click here to enter text.](#)

---

Address:

[Click here to enter text.](#)

---

[Click here to enter text.](#)

---

Telephone:

[Click here to enter text.](#)

---

E-Mail Address:

[Click here to enter text.](#)

---

Name:

[Click here to enter text.](#)

---

Title:

[Click here to enter text.](#)

---

Address:

[Click here to enter text.](#)

---

[Click here to enter text.](#)

---

Telephone:

[Click here to enter text.](#)

---

E-Mail Address:

[Click here to enter text.](#)

---

**ADDITIONAL SUBAWARD CONTACTS<sup>3</sup> :**

Name: Click here to enter text.

Title: Click here to enter text.

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

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

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

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

**BUDGET ANALYST:**

Name: Click here to enter text.

Title: Click here to enter text.

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

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

**INVOICES – AUTHORIZED SIGNER:**

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

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

**MIS DATA ENTRY PERSONNEL:**

**Primary Contact**

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

**Secondary Contact**

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

## Notes:

- 1 Project Manager shall meet all of the requirements noted in Exhibit A (Statement of Work). When updating the individual identified as the Project Manager, Subrecipient shall submit the individual's degree/diploma, resume, and job specifications.
- 2 Authorized Representative(s) shall be identified on Subrecipient's Board of Director's resolution, which provides evidence to support delegated authority that Subrecipient has vested in this individual to act on behalf of Subrecipient. When updating the individual designated as the Authorized Representative(s), Subrecipient shall submit the Board of Director's resolution which identifies the new individual(s).
- 3 In addition to the Authorized Representative(s) and Project Manager, this individual(s) will also receive communications and documents including but not limited to the Subaward, Amendment(s), invoicing documents, notices, etc.

**EXHIBIT F  
(COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE)**

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

**Select the response below (either Option A or Option B) that is applicable to Subrecipient’s organization:**

**OPTION A:**

- All Subrecipient Personnel\* on this Subaward are fully vaccinated as required by the Ordinance.

**OPTION B:**

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

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

\* Subrecipient Personnel includes Lower Tier Subrecipients

**Declaration**

I have reviewed the requirements above and further certify that I will comply with said requirements.

[Click here to enter text.](#)  
\_\_\_\_\_  
Subrecipient’s Legal Name

[Click here to enter text.](#)  
\_\_\_\_\_  
Subaward Number

[Click here to enter text.](#)  
\_\_\_\_\_  
Name of Authorized Representative

[Click here to enter text.](#)  
\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Authorized Representative’s Signature

[Click here to enter a date.](#)  
\_\_\_\_\_  
Date

**EXHIBIT F1**  
**(SUBRECIPIENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)**

**GENERAL INFORMATION**

Subrecipient has entered into this Subaward with County of Los Angeles to provide certain Services to County. County requires Subrecipient to sign this Subrecipient Acknowledgement and Confidentiality Agreement.

**SUBRECIPIENT ACKNOWLEDGEMENT**

Subrecipient understands and agrees that Subrecipient employees, consultants, outsourced vendors and independent contractors ("Subrecipient's Staff") that will provide Services in this Subaward are Subrecipient's sole responsibility. Subrecipient understands and agrees that Subrecipient's Staff must rely exclusively upon Subrecipient for payment of salary and any and all other benefits payable by virtue of Subrecipient's Staff's performance of Work under this Subaward.

Subrecipient understands and agrees that Subrecipient's Staff are not employees of County of Los Angeles for any purpose whatsoever and that Subrecipient's Staff do not have and will not acquire any rights or benefits of any kind from County of Los Angeles by virtue of Subrecipient's Staff's performance of Work under this Subaward. Subrecipient understands and agrees that Subrecipient's Staff will not acquire any rights or benefits from County of Los Angeles pursuant to any agreement between any person or entity and County of Los Angeles.

**CONFIDENTIALITY AGREEMENT**

Subrecipient and Subrecipient's Staff may be involved with Work pertaining to Services provided by County of Los Angeles and, if so, Subrecipient and Subrecipient's Staff may have access to confidential data and information pertaining to persons and/or entities receiving Services from County. In addition, Subrecipient and Subrecipient's Staff may also have access to proprietary information supplied by other vendors doing business with County of Los Angeles. 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. Subrecipient and Subrecipient's Staff understand that if they are involved in County Work, County must ensure that Subrecipient and Subrecipient's Staff will protect the confidentiality of such data and information. Consequently, Subrecipient must sign this Confidentiality Agreement as a condition of the Work to be provided by Subrecipient's Staff for County.

Subrecipient and Subrecipient's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the Subaward between Subrecipient and County. Subrecipient and Subrecipient's Staff agree to forward all requests for the release of any data or information received to County's Program Manager.

Subrecipient and Subrecipient'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 County, design concepts, algorithms, programs, formats, documentation, Subrecipient proprietary information and all other original materials produced, created, or provided to Subrecipient and Subrecipient's Staff under the Subaward. Subrecipient and Subrecipient's Staff agree to protect these confidential materials against disclosure to other than Subrecipient or County employees who have a need to know the information. Subrecipient and Subrecipient's Staff agree that if proprietary information supplied by other County vendors is provided to Subrecipient and Subrecipient's Staff during this employment, Subrecipient and Subrecipient's Staff shall keep such information confidential.

Subrecipient and Subrecipient's Staff agree to report any and all violations of this Subrecipient Acknowledgement and Confidentiality Agreement by Subrecipient and Subrecipient's Staff and/or by any other person of whom Subrecipient and Subrecipient's Staff become aware.

Subrecipient and Subrecipient's Staff acknowledge that violation of this Subrecipient Acknowledgement and Confidentiality Agreement may subject Subrecipient and Subrecipient's Staff to civil and/or criminal action and that County may seek all possible legal redress.

/

/

/

/

/

/

/

/

/

/

/

/

Click here to enter text.  
Subrecipient's Legal Name

Click here to enter text.  
Subaward Number

Click here to enter text.  
Name of Authorized Representative

Click here to enter text.  
Title of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature

Click here to enter a date.  
Date

EXHIBIT G  
(SAFELY SURRENDER BABY LAW)

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names





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

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

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

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.

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

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



No shame | No blame | No names





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

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

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

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

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

---

## ANSWERS TO YOUR QUESTIONS

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

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

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

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

### What information needs to be provided?

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

### What happens to the baby?

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

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

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

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

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

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

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

**EXHIBIT H  
(INTENTIONALLY OMITTED)**

**EXHIBIT I  
(BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"))**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.



- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
  - (b) The number of Individuals whose Protected Health Information is involved;
  - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
  - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the

Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

## **9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
  - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
  - (c) A brief description of the Protected Health Information Disclosed; and
  - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## **12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

## **13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business

Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification

required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

**14. INDEMNIFICATION**

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.



16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**EXHIBIT J  
(CHARITABLE CONTRIBUTIONS CERTIFICATION)**

The Nonprofit Integrity Act (Senate Bill 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.

**Select the certification below (either Option A or Option B) that is applicable to Subrecipient’s organization:**

OPTION A:

- Subrecipient 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 Subrecipient engages in activities subjecting it to those laws during the term of this Subaward, Subrecipient will timely comply with them and provide County’s Contract Manager a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

OPTION B:

- Subrecipient is registered with the California Registry of Charitable Trusts under the CT number listed below and is in compliance with its registration and reporting requirements under California law.
- Attached is a copy of Subrecipient’s 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.

**Declaration**

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

Click here to enter text.

Subrecipient’s Legal Name

Click here to enter text.

Subaward Number

Click here to enter text.

Internal Revenue Service Employer Identification Number

Click here to enter text.

California Registry of Charitable Trusts “CT” number (if applicable)

Click here to enter text.

Name of Authorized Representative

Click here to enter text.

Title of Authorized Representative

Click here to enter a date.

Authorized Representative’s Signature

Date

## **EXHIBIT K (INFORMATION SECURITY AND PRIVACY REQUIREMENTS)**

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 Exhibit K (Information Security and Privacy Requirements) (“Exhibit”) set forth County and Subrecipient’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 Subrecipient before the Effective Date of the Subaward and maintained throughout the term of the Subaward.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between County and Subrecipient (the “Subaward”) and any other agreements between the parties. However, it is Subrecipient'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 Subaward by Subrecipient, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Subaward, to immediately terminate Subaward. To the extent there are conflicts between this Exhibit and Subaward, this Exhibit shall prevail unless stated otherwise.

### **1. DEFINITIONS**

Unless otherwise defined in Subaward, 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 County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting 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 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 County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Subrecipient's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Subrecipient 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.

Subrecipient shall exercise the same degree of care in safeguarding and protecting County Information that Subrecipient exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. Subrecipient will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

Subrecipient's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in Subrecipient'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 Subrecipient.
- b. **Privacy Program.** Subrecipient shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. Subrecipient's Privacy Program shall include the development of, and



ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Subrecipient employees, agents, and volunteers. Subrecipient's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. Subrecipient's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

Subrecipient shall exercise the same degree of care in safeguarding the privacy of County Information that Subrecipient exercises with respect to its own Information, but in no event less than a reasonable degree of care. Subrecipient will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

Subrecipient's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that Subrecipient complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of County, and County shall retain exclusive rights and ownership thereto. County Information shall not be used by Subrecipient for any purpose other than as required under this Subaward, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Subrecipient, or commercially exploited or otherwise used by, or on behalf of, Subrecipient, its officers, directors, employees, or agents. Subrecipient may assert no lien on or right to withhold from County, any County Information it receives from, receives addressed to, or stores on behalf of, County. Notwithstanding the foregoing, Subrecipient 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 Subrecipient, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to 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. Subrecipient

specifically consents to County's access to such County Information held, stored, or maintained on any and all devices Subrecipient owns, leases or possesses.

#### **4. SUBRECIPIENT'S USE OF COUNTY INFORMATION**

Subrecipient may use County Information only as necessary to carry out its obligations under this Subaward. Subrecipient shall collect, maintain, or use County Information only for the purposes specified in the Subaward 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**

Subrecipient shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

#### **6. CONFIDENTIALITY**

- a. **Confidentiality of County Information.** Subrecipient agrees that all County Information is Confidential and proprietary to County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** Subrecipient may disclose County Information only as necessary to carry out its obligations under this Subaward, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of County's Contract Manager in consultation with 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, Subrecipient shall notify County's Contract Manager immediately and prior to any such disclosure, to provide 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 Subaward, Subrecipient may encounter County Non-public Information ("NPI") in the course of performing this Subaward, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. Subrecipient shall not disclose or publish any County NPI and material received or used in performance of this Subaward. This obligation is perpetual.

- d. **Individual Requests.** Subrecipient shall acknowledge any request or instructions from County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Subrecipient shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven (7) calendar days. If an individual makes a request directly to Subrecipient involving County Information, Subrecipient shall notify County within five (5) calendar days and County will coordinate an appropriate response, which may include instructing Subrecipient to assist in fulfilling the request. Similarly, if Subrecipient receives a privacy or security complaint from an individual regarding County Information, Subrecipient shall notify County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and County will coordinate an appropriate response.
- e. **Retention of County Information.** Subrecipient shall not retain any County Information for any period longer than necessary for Subrecipient to fulfill its obligations under the Subaward and applicable law, whichever is longest.

## 7. SUBRECIPIENT EMPLOYEES

Subrecipient shall perform background and security investigation procedures in the manner prescribed in this Section unless the Subaward 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, Subrecipient shall screen and conduct background investigations on all Subrecipient employees and Lower Tier Subrecipients as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. Subrecipient, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

Subrecipient shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Subaward, and sign an appropriate written Confidentiality/non-disclosure agreement with Subrecipient.

Subrecipient shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. Subrecipient 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:** Subrecipient's Privacy Policies and procedures as described in Section 2b. Privacy Program.

Subrecipient shall have an established set of procedures to ensure Subrecipient's employees promptly report actual and/or suspected breaches of security.

## **8. LOWER TIER SUBRECIPIENTS AND THIRD PARTIES**

County acknowledges that in the course of performing its services, Subrecipient may desire or require the use of goods, services, and/or assistance of Lower Tier Subrecipients or other third parties or suppliers. The terms of this Exhibit shall also apply to all Lower Tier Subrecipients and third parties. Subrecipient or third party shall be subject to the following terms and conditions: (i) each Lower Tier Subrecipient 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 Subrecipient 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 Subaward including this Exhibit; and (ii) Subrecipient shall be and remain fully liable for the acts and omissions of each Lower Tier Subrecipient and third party, and fully responsible for the due and proper performance of all Subrecipient obligations under this Subaward.

Subrecipient shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Subrecipient 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.

Subrecipient will encrypt County Information transmitted on networks outside of Subrecipient'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, Subrecipient shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

Subrecipient shall return or destroy County Information in the manner prescribed in this Section unless the Subaward 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 Subaward for any reason, Subrecipient shall (i) promptly return or destroy, at 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 Subaward; and (iii) deliver or destroy, at 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 Subrecipient, 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 County requests be returned to County, Subrecipient shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to

County. For documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be destroyed, Subrecipient shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with Subdivision b of this Section. Upon termination or expiration of Subaward or at any time upon County's request, Subrecipient shall return all hardware, if any, provided by County to Subrecipient. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by County.

- b. **Method of Destruction.** Subrecipient shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that County Information cannot be retrieved. Subrecipient will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and 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's Contract Manager within ten (10) days of termination or expiration of the Subaward or at any time upon County's request. On termination or expiration of this Subaward, County will return or destroy all Subrecipient's Information marked as confidential (excluding items licensed to County hereunder, or that provided to County by Subrecipient hereunder), at County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Subrecipient 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 Subrecipient 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**

Subrecipient shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

Subrecipient 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 Subrecipient makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Subaward or otherwise expressly approved by the County's Contract Manager or Program 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 Subrecipient and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Subrecipient at off-site facilities.

Subrecipient shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. Subrecipient 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. Subrecipient shall record, review and act upon all

events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, Subrecipient shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, Subrecipient shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**  
[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

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

**Chief Privacy Officer:**

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

**Departmental Information Security Officer:**

Scott Enriquez  
Departmental Information Security Officer  
510 South Vermont Avenue  
Los Angeles, CA 90020  
(213) 739-7390  
[senriquez@ad.lacounty.gov](mailto:senriquez@ad.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 County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon County's written request, without charge, unless the Incident was caused by the acts or omissions of County. As Information about the Incident is collected or otherwise becomes available to Subrecipient, and unless prohibited by law, Subrecipient shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by County to allow 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, County, law firms, and and/or law enforcement agencies at the direction of County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.
  - f. Allow County or its third-party designee at County's election to perform audits and tests of Subrecipient'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 Subaward and Exhibit, Subrecipient shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Subrecipient's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## **15. NON-EXCLUSIVE EQUITABLE REMEDY**

Subrecipient 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 County, and therefore, that upon any such breach, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available

within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Subaward and be grounds for immediate termination of this Subaward in the exclusive discretion of County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** Subrecipient shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Subrecipient'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 County.

Subrecipient shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Subrecipient shall provide the audit results and any corrective action documentation to County promptly upon its completion at County's request. With respect to any other report, certification, or audit or test results prepared or received by Subrecipient that contains any County Information, Subrecipient shall promptly provide County with copies of the same upon County's reasonable request, including identification of any failure or exception in Subrecipient's Information systems, products, and services, and the corresponding steps taken by Subrecipient to mitigate such failure or exception. Any reports and related materials provided to County pursuant to this Section shall be provided at no additional charge to County.

- b. **County Requested Audits.** At its own expense, County, or an independent third-party auditor commissioned by County, shall have the right to audit Subrecipient'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 County's request Subrecipient shall complete a questionnaire regarding Subrecipient's Information Security and/or program. County shall pay for County requested audit unless the auditor finds that Subrecipient has materially breached this Exhibit, in which case Subrecipient shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, County may exercise its termination rights underneath the Subaward.

Such audit shall be conducted during Subrecipient's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Subrecipient's normal business operations. 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 Subrecipient customers such as IP address, server names, etc. Subrecipient shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of County. Subrecipient agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Subrecipient will provide to County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Subrecipient or a third party; and (ii) corrective actions or modifications, if any, Subrecipient will implement in response to such audits.

## **17. CYBER LIABILITY INSURANCE**

Subrecipient shall secure and maintain cyber liability insurance coverage in the manner prescribed in this Section unless the Subaward prescribes cyber liability insurance coverage provisions, and those provisions are no less stringent than those described in this Section.

Subrecipient shall secure and maintain cyber liability insurance coverage with limits of at least **\$3,000,000 (3 million)** per occurrence and in the aggregate during the term of the Subaward, 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 Subaward. Subrecipient shall add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon Subrecipient'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 Subaward, Subrecipient agrees to indemnify, defend, and hold harmless 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:

- Subrecipient's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- Subrecipient's failure to perform or comply with any terms and conditions of this Subaward or related agreements with County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on Subrecipient's systems or networks (including all costs and expenses incurred by 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, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**EXHIBIT L**  
**(INTENTIONALLY OMITTED)**

**EXHIBIT M**  
**(INTENTIONALLY OMITTED)**

**EXHIBIT N**  
**(CRITERIA AND STANDARDS FOR LETTERS OF CREDIT**  
**AND CERTIFICATES OF DEPOSIT)**

1. The Letters of Credit (LOC) or Certificates of Deposit (CD) shall be drawn by or on a financial institution that meets at least one (1) of the ratings from the table below:

Deposits	Rating Agency			
	Moody's <sup>(a)</sup>	Standard & Poor's	Bauer Financial	The Street.com <sup>(b)</sup>
If the term of the CD is less than three (3) years, the minimum ratings are:	A2 or better	A or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the financial institution are less than \$150 billion, the minimum ratings are:	Aa1 or better	AA+ or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the institution are \$150 billion or more, the minimum ratings are:	Aa3 or better	AA- or better	4 stars or better	B or better

- a. Bank Financial Strength (only for Moody's, a subcategory of the overall rating standard) should be B or better. Bank Financial Strength is a rating standard that must be met if the financial institution's total assets are less than \$1.5 billion and Moody's rates that institution.
- b. Formerly Weiss Ratings, Inc.
2. If the financial institution is rated by all four (4) of the rating agencies, the rating that is considered in the analysis will be the lower rating of Moody's or Standard & Poor's. However, if the financial institution receives ratings from Bauer Financial and TheStreet.com, only the higher of the two (2) ratings will be considered.
3. All deposits shall be insured through either the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Administration ("NCUA") at their maximum standard rate.

4. The CD or LOC shall be irrevocable and in County's name or pledged to County.
5. As directed by County, the CD or LOC shall be issued for an amount that is sufficient to support the terms of the performance agreement, unless otherwise stated in the Contract.
6. The CD or LOC shall mature at a definite time, which, unless otherwise stated in the Contract, may not be prior to direction by County, or the expiration of the performance agreement or other provisions thereof.
7. The CD shall meet the minimum criteria and standards at the time the funds are placed with the financial institution. However, a liquidation of the placement is not required should the financial institution's ratings fall below the minimum criteria and standards during the term of the placement. At the placement's expiration or maturity, the funds should be placed with a different financial institution that meets the minimum criteria and standards.



**EXHIBIT O  
(SUBRECIPIENT'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)**

Subrecipient shall provide information about its data encryption practices. Subrecipient acknowledges that the information provided herein certifies that Subrecipient will comply with County of Los Angeles Board of Supervisor's Policy Manual Chapter 5 (Contracting and Purchasing) Policy Number 5.200 (Contractor Protection of Electronic County Information) during the term of the Subaward.

Requirement		Compliance Response	Validation Report(s) Available
1	Does Subrecipient intend to store County Information Assets (defined in Exhibit P (Definitions) of the Subaward) on workstation(s)?	Choose an item.	
1.1	If 'Yes' to Item 1, will County Information Assets stored on the workstation(s) be encrypted?	Choose an item.	Choose an item.
2	Does Subrecipient intend to store County Information Assets on laptop(s)?	Choose an item.	
2.1	If 'Yes' to Item 2, will County Information Assets stored on the laptop(s) be encrypted?	Choose an item.	Choose an item.
3	Does Subrecipient intend to store County Information Assets on removable media?	Choose an item.	
3.1	If 'Yes' to Item 3, will County Information Assets stored on removable media be encrypted?	Choose an item.	Choose an item.
4	Does Subrecipient intend to store County Information Assets on remote servers (i.e., cloud storage, Software-as-a-Service (SaaS))?	Choose an item.	Choose an item.
5	Will County data be encrypted when transmitted?	Choose an item.	
6	Will Subrecipient maintain a copy of any validation/attestation reports generated by its encryption tools?	Choose an item.	

**Declaration**

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

[Click here to enter text.](#)

Subrecipient's Legal Name

[Click here to enter text.](#)

Name of Authorized Representative

[Click here to enter text.](#)

Title of Authorized Representative

Authorized Representative's Signature

[Click here to enter a date.](#)

Date

## **EXHIBIT P (DEFINITIONS)**

### **I. STANDARD TERMS**

**Activities of Daily Living (ADLs):** Activities usually performed for oneself in the course of a normal day including bathing, dressing, grooming, eating, walking, using the telephone, taking medications, and other personal care activities.

**Administration for Community Living (ACL):** The principal agency of the United States Department of Health and Human Services (formerly known as the Administration on Aging) designated to carry out the provisions of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.). It is dedicated to policy development, planning, and the delivery of supportive home and community-based services to older persons and their caregivers.

**Adult Protective Services (APS):** Those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them (Welfare and Institutions Code Section 15610.10).

**Americans with Disabilities Act:** Federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

**Area Agency on Aging (AAA):** A public or private non-profit agency or organization that has been designated by a State under the authority of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) to perform functions within the planning and service area established by the State. Such functions include identifying community and social service needs, addressing the concerns of older Americans at the local level and assuring that social and nutritional supports are made available to older people in communities where they live. For purposes of the solicitation and resulting Subaward, references to the AAA shall mean County of Los Angeles AAA, which has been designated by the State of California Department of Aging to serve Planning and Service Area 19.

**Attachment:** A document(s) that is included with the Statement of Work as an addition/supplement to the Statement of Work and it forms a part of the Statement of Work (e.g., Attachment 1 (Performance Requirements Summary Chart)).

**Authorized Representative:** The individual who has been given written authorization through a resolution, order, or motion from Subrecipient's governing body to act on behalf of Subrecipient and bind Subrecipient to the Subaward.

**Board of Supervisors:** The governing body of the County of Los Angeles, which is comprised of five (5) Board members. Created by the State legislature in 1852, the Board has executive, legislative and quasi-judicial roles. Its members are elected by voters in their respective supervisorial districts and they're eligible to serve on the Board for up to three (3) four-year terms (i.e., Board members can serve for a maximum term of twelve (12) years).

**Budget:** A document that provides a detailed representation of Program costs/expenses and funding/revenues. Costs are identified by line items such as personnel, space, travel, etc. Funding is identified by sources such as the Subaward Sums, match contributions, non-match contributions, etc. Therefore, the total budgeted costs represent the total cost to operate the Program and the total funding represents the anticipated revenues that will be used to pay for those Program costs.

**California Department of Aging (CDA):** The principal agency within the State of California government which is responsible for administering programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. CDA administers funds allocated under the federal Older Americans Act, the Older Californians Act, and through the Medi-Cal program.

**Child:** An individual who is not more than 18 years of age.

**Client:** An individual who meets the eligibility requirements outlined in the Statement of Work, receives Program Services and is counted only once (unduplicated) when determining the total number of Unduplicated Clients.

**Closeout Report:** A written summary of Subrecipient's expenses and accruals incurred through the last day of the Fiscal Year. Subrecipient shall complete and submit this Report in the form and manner as designated by County.

**Community Based Organization:** An organization of demonstrated effectiveness that is representative of a community or significant segments of a community. The organization must provide social or supportive services to individuals in the community.

**Community Focal Point:** An agency within the community which has a proven record of providing comprehensive services to older individuals (i.e., multi-purpose senior center). A list of Community Focal Points is provided as part of the Subaward.

**County:** Unless otherwise specified, it shall mean the County of Los Angeles Aging and Disabilities Department, which is the County department that has been authorized by the Board of Supervisors to enter into this Subaward on behalf of the County of Los Angeles with Subrecipient.

**County Information Assets:** Public, confidential, sensitive and/or personal data, records, materials, etc. and include (but are not limited to):

- 1) Information that is stored in any media form, paper or electronic.

- 2) Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 3) Personally Identifiable Information (PII) as defined in California Civil Code Section 1798.29(g)
- 4) Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act of 1996
- 5) Medical Information (MI) as defined in California Civil Code Section 56.05(j)

**County's Business Hours:** The time period during which County's operations are open to conduct business; this time period is designated as 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).

**County's Compliance Manager:** The individual designated by County who is responsible for ensuring that Subrecipient is in compliance with the requirements of the Subaward.

**County's Department Head:** The individual designated by the Board of Supervisors as the Director of Community and Senior Services who is responsible for overseeing this County of Los Angeles department and who has delegated authority to act on behalf of County of Los Angeles for Subaward-related matters.

**County's Contract Manager:** The individual designated by County who is responsible for providing direction to Subrecipient (at Subrecipient's request) in areas relating to County policy, information requirements, and procedural requirements; making revisions which do not materially affect the terms and conditions of the Subaward; and, approving Lower Tier Subawards and Lower Tier Subrecipient's employees working on this Subaward.

**County's Program Manager:** The individual designated by County who is responsible for meeting with Subrecipient's Project Manager on a regular basis and inspecting all tasks, deliverables, goods, Services, and other work provided by Subrecipient.

**Day(s):** Unless otherwise specified, references to a numerical number of days shall mean calendar days which includes the seven (7) days of the week (e.g., Monday through Sunday) as opposed to business days which includes the traditional five-day work week (e.g., Monday-Friday), excluding weekends and holidays.

**Disability:** A condition, or conditions, attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

- 1) Self-care
- 2) Receptive and expressive language
- 3) Learning
- 4) Mobility
- 5) Self-direction

- 6) Capacity for independent living
- 7) Economic self-sufficiency
- 8) Cognitive functioning
- 9) Emotional adjustment

**Elder Abuse:** Elder abuse is a term referring to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult. The specificity of laws varies from state to state, but broadly defined, abuse may be physical, financial/fiduciary, psychological/emotional, sexual, exploitation, neglect, self-neglect, and abandonment.

**Employee:** An individual who is hired and paid by Subrecipient to provide Program Services under the requirements of this Subaward.

**Exhibit:** A document(s) that is included with this Subaward as an addition/supplement to this Subaward and it forms a part of this Subaward (e.g., Exhibit A (Statement of Work) is an exhibit to the Subaward).

**Fiscal Year (FY):** The twelve (12) month period beginning July 1st of the year and ending June 30<sup>th</sup> of the following year.

**Frail:** An older individual determined to be functionally impaired because the individual either:

- Is unable to perform at least two activities of daily living including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; or
- Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

**Functionally Impaired:** A person who meets at least one of the following conditions:

- 1) Impairment in one or more activities of daily living (ADLs);
- 2) Impairment in two or more instrumental activities of daily living (IADLs) or;
- 3) Inability to manage own affairs due to emotional and/or cognitive impairment.

**Greatest Economic Need:** The need resulting from an income level at or below the poverty guideline.

**Greatest Social Need:** The need caused by non-economic factors which include (a) physical and mental disabilities; (b) language barriers; and (c) cultural, geographic isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to perform daily tasks or threatens the capacity of the individual to live independently.

**Health:** Activities such as health screening, physical fitness, therapy, and hospice to assist older individuals to improve or maintain physical health and secure necessary medical, preventive health, or health maintenance services. Health screening, therapy, and hospice must be provided by a licensed health professional or by a paraprofessional supervised by a licensed health professional. Does not include services covered by Medicare, Medi-Cal, or other health insurance.

**Indirect Costs:** Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

**Individual with a disability:** An individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

**In-Home Supportive Services:** The In-Home Supportive Services (IHSS) program provides financial assistance to low-income aged, blind, and disabled individuals who are unable to remain safely in their homes without help from caregivers. The program is administered by the Department of Public Social Services (DPSS) and its purpose is to prevent nursing home placement. IHSS achieves this objective by paying or subsidizing the salaries of caregivers that the IHSS recipients choose.

**Instrumental Activities of Daily Living (IADLs):** Activities important for daily life, involving cognitive and physical ability. These include light and heavy housework, shopping, ability to access transportation, meal preparation, using the telephone, managing medications, and managing money.

**Lower Tier Subaward (Subcontract):** The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

**Lower Tier Subrecipient (Subcontractor):** A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

**Mandated Program Services (MPS):** A document that identifies the specific Service Categories and Units of Service that Subrecipient shall provide and the Unit Rate (where applicable) that County will reimburse Subrecipient upon successful delivery of these Services.

**Management Information System (MIS):** Data system utilized by Contractor to record client information and services. This system is also utilized for invoicing.

**Maximum Subaward Sum:** The combined total of all Subaward Sums to be allocated during the term of this Subaward (where such term may include extensions). This money is contingent upon availability of Federal, State, County, and local funding.

**Medi-Cal:** California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

**Medicare:** A federal health insurance program administered by the Centers for Medicare and Medicaid Services (CMS) in the Department of Health and Human Services that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

**Normal Business Hours:** The time period which is designated as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided as an Attachment to the Statement of Work.

**Older Adult Advisory Commission (OAAC):** The Commission serves as an advocate group in the California Commission on Aging on behalf of older individuals, including, but not limited to, advisory participation in the consideration of all legislation and regulations made by state and federal departments and agencies relating to programs and services that affect older individuals.

**Older Americans Act (OAA):** A law enacted by the United States Congress in 1965 in response to concern by policymakers about a lack of community social services for older persons. The original legislation established authority for grants to States for community planning and social services, research and development projects, and personnel training in the field of aging. References to OAA shall mean the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.).

**Older Individual (Older Adult):** A person who is sixty (60) years of age or older.

**Outcome Measures:** Determination and evaluation of the results of Program Services and their comparison with the intended Program goals to determine the effectiveness of these Services.

**Outreach:** Actively providing information to the public/potential Clients on the Services and benefits of the Program. A contact initiated by Subrecipient for the purpose of identifying potential clients, from underserved populations within each Supervisorial District served, in order to generate referrals to the Program.

**Performance Requirements Summary Chart:** An attachment to the Statement of Work, which lists the minimum requirements that Subrecipient shall adhere to, and it reflects some of the performances that will be monitored during the Subaward term. This Chart also lists examples of the types of documents that will be used during monitoring, the standards of performance, the acceptable quality level of performance, and remedies for non-compliance.

**Planning and Service Area (PSA):** The geographic division of the State as authorized by the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) for the purpose of implementing the objectives of the OAA (which includes planning and providing a broad range of supportive services, nutrition services, adult protective services and long-term care services within such planning and service areas). As such, the geographic boundaries of Los Angeles County (excluding the City of Los Angeles) have been designated by the State as Planning and Service Area 19 (PSA 19).

**Poverty:** Persons considered to be in poverty are those whose income is at or below the official poverty guideline (as defined each year by the Office of Management and Budget, and adjusted by the Secretary (DHHS) in accordance with subsection 673 (2) of the Community Services Block Grant Act (Title 42 United States Code Section 9902 (2)).

**Program:** A system of providing Services, which is designed to meet a social need. For purposes of this Subaward, unless otherwise specified, the Program shall refer to Services and operations reflected in Exhibit A (Statement of Work) for which Subrecipient receives funds under the terms of this Subaward and agrees to provide Services in accordance with relevant Federal, State, and County laws, regulations, and guidelines during the term of this Subaward.

**Program Income:** Revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

- Voluntary contributions received from Client or other party for Program Services received.
- Income from usage or rental fees of real or personal property acquired with Subaward Sums.
- Royalties received on patents and copyrights from Subaward-supported activities.
- Proceeds from the sale of items created under the Subaward.

**Program Service(s):** The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in Exhibit A (Statement of Work).

**Project Manager:** The individual designated by Subrecipient who is responsible for Subrecipient's day-to-day activities as related to this Subaward. This individual shall meet with County's Program Manager, County's Contract Manager and County's Compliance Manager to ensure that the objectives of this Subaward are met.

**Quality Control Plan:** A written policy that outlines the actions/methods for monitoring or inspecting the delivery of Services under the Subaward to ensure Subrecipient provides a consistently high level of Service.

**Responsible Other:** A person designated by the Client to act on behalf of the Client.

**Rural:** Pursuant to the Administration for Community Living (ACL) (formerly known as the Administration on Aging (AoA)), rural includes any area that is not defined as urban where urban areas comprise: (1) urbanized areas (a central place and its adjacent densely settled



territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

**Senior Centers:** A vital link in the service delivery network which older persons may avail themselves of, senior centers are functioning as meal sites, screening clinics, recreational centers, social service agency branch offices, mental health counseling clinics, older worker employment agencies, volunteer coordinating centers, and community meeting halls. The significance of senior centers cannot be underestimated for they provide a sense of belonging, offer the opportunity to meet old acquaintances and make new friends, and encourage individuals to pursue activities of personal interest and involvement in the community.

**Service(s):** The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

**Service Category:** The specific type or kind of benefit/assistance to be provided to Client in accordance with the Statement of Work. This benefit/assistance is the basis of reimbursement that County will provide to Subrecipient upon Subrecipient's satisfactory deliverance of it.

**Service Delivery:** Includes those activities associated with the direct provision of a Service which meets the needs of Client.

**Social Services:** Social service program refers to a program administered by the federal, state, or local government using government funding designed to provide social services directed at reducing poverty, improving opportunities for low-income adults or children, self-sufficiency, rehabilitation, or other services directed toward vulnerable citizens.

**Staff:** Unless otherwise specified, it is an individual or a group of individuals who are Subrecipient's Employee(s) and Volunteers who provide Services under the requirements of this Subaward.

**State:** Unless other specified, it shall mean the State of California Department of Aging (CDA).

**Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing Subaward Services.

**Subaward (Contract):** The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other work. Included are all supplemental agreements amending or extending the Services to be performed.

**Subaward Document Deliverable(s):** An Exhibit, Attachment, form, certificate, license, etc. that is provided by Subrecipient as part of the contracting process.

**Subaward Sum(s):** Monies that awarded/allocated on an annual basis and reimbursed to Subrecipient in exchange for Subrecipient's provision of Program Services (i.e., the total amount of grant funds that County will provide to Subrecipient and Subrecipient will use these funds, in addition to Subrecipient's own resources, to pay for the total Program operating costs). These monies are contingent upon availability of Federal, State, County, and local funding.

**Subrecipient (Contractor):** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity that has entered into this Subaward with County to perform and execute the Work and Services covered by this Subaward.

**Unduplicated Client:** An individual who meets the eligibility requirements outlined in the Statement of Work and such individual is counted only once when determining the total number of unduplicated Clients.

**Unit of Measurement:** The standard representation for which a quantity is accounted and how each unit is expressed by the Service(s) provided to the Client.

**Unit Rate:** The amount that is reimbursable by the Program for each Unit of Measurement provided by the Subrecipient.

**Unit of Service:** The representation of the quantity of services provided to a Client.

**Volunteer:** An individual who performs hours of service for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation for services rendered. For purposes of this Subaward, Volunteer's time may qualify to be used to meet the match contributions requirement (where applicable).

**Work:** The specific tasks to be performed (or the Services to be provided) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

## II. PROGRAM SPECIFIC TERMS

**Administrative Tribunal:** Legal process that does not involve a judge. These proceedings are usually carried out by a government body.

**Advice:** Cases that involve an individualized evaluation of the facts of a client's situation and which may lead to counseling and/or provision of information or guidance about the client's legal circumstances. Strictly for purposes of the Traditional Legal Assistance Program, Advice may include site consultations and community legal education.

**Advocacy:** The act of pleading or arguing in favor of something, such as a cause, idea, or policy; or providing active support. In terms of this Subaward, advocacy takes the form of Ombudsman Representatives acting on behalf of Client who is not in the position to act on his/her own to assert Client's civil rights and maintain his/her dignity.

**At Risk:** In order to be considered "at risk," an individual must meet at least one of the following conditions:

- 1) Impairment in one or more areas of Activities of Daily Living (ADL); or
- 2) Two or more Instrumental Activities of Daily Living (IADL's); or
- 3) Be unable to manage his/her own affairs due to emotional and/or cognitive impairment; or
- 4) Be impaired by virtue of a significant event or circumstance that has occurred within the past 12 months.

**Caregiver:** Per Title I, Section 102(18)(B) of the OAA, an individual who has the responsibility for the care of an Older Individual, either voluntarily, by contract, by receipt of payment for care, or as a result of the operation of law, and means a family member or other individual who provides (on behalf of such individual or of a public or private agency, organization, or institution) compensated or uncompensated care to an Older Individual.

**Community Legal Education:** An essential system of outreach to inform the community and concerned parties of legal rights of older people in the community education forums, which will vary based on the literacy, sophistication, predominant language, available resources, and geographic dispersion of clients.

**Family Caregiver:** A Family Caregiver, according to Section 302 (3) of the OAA, is: an adult family member (18 years of age and older); or another individual, who is an informal provider of in-home and community care who provides care to a Care Receiver that is an Older Individual or an individual of any age with Alzheimer's disease or a related disorder with neurological and Organic Brain Dysfunction.

**Fee-Generating case:** A case or matter that, if undertaken on behalf of an indigent by an attorney in private practice, reasonably would be expected to result in payment of a fee for legal services from an award to a client, from public funds, or from the opposing party.

**Focal Point:** An agency in the community, especially a multipurpose senior center, which has a proven record of providing comprehensive services to Older Adults

**Formal Support:** Individuals from organizations or agencies that provide help or a service to the Client (e.g., early intervention provider, physician, social service case manager).

**Grandparent/Older Relative Caregiver (FCSP-G):** An older adult relative (grandparent or step-grandparent or a relative of a child by blood, marriage, or adoption), who is fifty-five (55) years or older and lives with and raises a child 18 years of age or younger because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child.

**Health Directive:** A health care directive or a medical directive is a legal document that specifies what actions or treatments a person wants or does not want if they are incapacitated or unable to make decisions for themselves due to injury or illness. It also appoints a trusted individual or a proxy to make health care decisions for the person when they can no longer do it themselves.

**Informal Support:** Family members, friends, volunteers, and others that provide help or a service to a Client without compensation.

**Judicial Tribunal:** Person (including an arbitrator), court or body authorized by law, or by consent of parties, to conduct a hearing for the purpose of the determination of any matter or thing.

**Limited Representation:** Cases that involve brief services such as document preparation or detailed directions on how to take legal action pro se (or self-representation).

**Long-Term Care (LTC) Facility:** A place of residence for individuals who require constant nursing care and have significant deficiencies with activities of daily living. Activities of daily living are defined as the things we normally do, including any daily activity we perform for self-care (such as feeding ourselves, bathing, dressing, grooming), work, homemaking, and leisure. Residents include the elderly and younger adults with physical or mental disabilities. Long-term care facilities include nursing homes (or skilled nursing facilities), residential care facilities for the elderly, intermediate care facilities and assisted living facilities.

**Long-Term Care Ombudsman Program (LTCOP):** The Long-Term Care Ombudsman Program (LTCOP) was established by the Older Americans Act (OAA) and Older Californians Act (OCA) for the primary purpose of investigating and resolving complaints made by or on behalf of Clients of Long-Term Care (LTC) Facilities. The intent of LTCOP is to advocate for the rights of Clients residing in LTC Facilities, to work to resolve Clients' problems with care, and to bring about changes at the local, State, and national levels to ultimately improve care for all Facility residents. LTCOP also promotes policies and practices needed to protect and improve the quality of care and life of Clients in LTC Facilities and educate consumers (including Clients, their family members, and friends) and providers about Client rights and good care practices.

**Memorandum Of Understanding (MOU):** An agreement between two or more parties outlined in a formal document. It is not legally binding but signals the willingness of the parties to move forward with a contract. An MOU outlines each party's respective roles and responsibilities.

**Office of the State Long-Term Care Ombudsman (OSLTCO):** The office established and operated by the California Department of Aging (CDA) to carry out the State LTCOP, both directly and by contract with Area Agencies on Aging. The OSLTCO performs a variety of functions which are mandated by the Older Americans Act (OAA) and the Older Californians Act (OAC), including but not limited to the following:

- Responsible for activities that promote the development, coordination, and utilization of Ombudsman services.
- Establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the State.
- Analyzes data, monitors government actions and provides recommendation pertaining to long-term care facilities and services.
- Periodically updates training procedures for local Area Agencies on Aging who operate LTCOP and provides them with administrative and technical assistance.

**Partisan:** A strong supporter of a party, cause, or person.

**Pro Se:** A situation in which a person represents himself or herself without an attorney (may also be referred to as self-representation).

**Representation:** Cases that involve full-service legal intervention, including, but not limited to representation in an administrative forum or in a court of law, and/or negotiation to settle a dispute, including settlements with administrative agencies.

**Self-representation:** A situation in which a person represents himself or herself without an attorney (may also be referred to as Pro Se).

**Site Consultation:** The action or process of formally consulting or discussing legal matters with an attorney. Consultation may take place at designated Senior Center Sites or other appropriate locations where Older Adults congregate.

**State Bar of California:** Agency that is responsible for the licensing, regulation, and discipline of attorneys in California.

**Unique Identification (ID):** A number that is individually assigned to legal Clients for data reporting purposes. It helps ensure that there is no disclosure of personally identifiable client information while collecting required data.

**Will:** A legal declaration of a person's wishes regarding the disposal of his or her property or estate after death.

**EXHIBIT Q  
(ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)**

The purpose of this Exhibit Q is to establish required accounting, financial reporting, and internal control standards for Subrecipient.

The accounting, financial reporting and internal control standards described in this Exhibit Q are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit Q represents the minimum required procedures and controls that must be incorporated into Subrecipient's accounting and financial reporting systems. Subrecipient certifies that throughout the entirety of this Subaward, it shall maintain the required level of staffing as outlined in this Subaward. Therefore, the internal control standards described herein are those that apply to Subrecipient's organization and Subrecipient shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Subrecipient's subcontractors must also follow these standards unless otherwise stated in this Subaward.

**A. ACCOUNTING AND FINANCIAL REPORTING**

1.0 Basis of Accounting

Subrecipient shall maintain written financial and accounting procedures which incorporate Generally Accepted Accounting Principles and Subrecipient shall adhere to the requirements set forth therein. Subrecipient may elect to use either the accrual basis or cash basis of accounting during the Fiscal Year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions. All financial reports required by County shall be prepared by Subrecipient using accrual information and shall be submitted as directed by County.

1.1 County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

1.2 If Subrecipient elects to use the cash basis for recording financial transactions during the Fiscal Year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the Fiscal Year.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

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

2.0 Accounting System

Subrecipient shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. Subrecipient shall also maintain a Payroll Register. Postings to the General Ledger and Journals shall be made at least on a monthly basis. Subrecipient shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on Services provided.

2.1 General Journal

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

<u>Example:</u>	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

## 2.2 Cash Receipts Journal

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

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

## 2.3 Cash Disbursements Journal

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

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

- Date
- Check Number
- Cash (Credit) column
- Expense Account name
- Description

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

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

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

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



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

#### 2.4 General Ledger

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

#### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- County recommends that Subrecipient use the expense account titles on the monthly invoice submitted to County.
- If Subrecipient 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.
- Subrecipient must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

#### 2.6 Payroll Register

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

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

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

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

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

## 2.7 Subrecipient Invoices

Subrecipient shall present an invoice to County each calendar month to report the prior month's financial activity of the Program. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the Fiscal Year. An invoice shall be provided to County as required in this Subaward. At the discretion of County, Subrecipient will be required to submit all invoices and supporting documentation through County's Contract Management System - Contractor's Gateway or any other electronic System to be determined by County.

## 3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Subrecipient's accounting records or supporting documentation shall be immediately reported to County pursuant to the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), Section III.C (Loss, Destruction or Theft of Assets). Subrecipient shall 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 Exhibit Q. Subrecipient shall prepare a report and submit it to the local law enforcement agency within twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by Subrecipient for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four (4) years, and shall be retained for a longer period in the case of unresolved litigation or audit.

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

encryption standards to prevent unauthorized access and use. If the allowability of expenditures cannot be determined because Subrecipient's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in Title 2 Code of Federal Regulations Part 200.302 and Title 45 Code of Federal Regulations Part 75.302 (for Area Agency on Aging Programs), the expenditures will be questioned during an audit/monitoring review and may be disallowed at the sole discretion of County or its Authorized Representative.

### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained pursuant to the authorized retention period outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward.

### 3.2 Supporting Documentation

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to for the Program shall be required to support an outlay of Subaward Sums. Unsupported disbursements will be disallowed upon audit. Subrecipient will be required to repay County for all dollar for dollar disallowed costs. **Photocopied (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent that the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) Subrecipient shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.**

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

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

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

**Travel** – prior, written approval from County's Contract Manager for travel expenses related to providing Services under this Subaward; written travel policies of Subrecipient; travel expense vouchers showing location, date and time of travel, purpose of trip, benefit(s) to the Program and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, Subrecipient shall at a minimum retain conference literature, including but not necessarily limited to, agendas and handouts detailing the purpose of the conference, as part of Subrecipient's documentation of the propriety of the travel expenditure, and its applicability to the Work performed by Subrecipient hereunder.

Reimbursement rates for mileage shall not exceed the lesser of County's rate (which County shall provide to Subrecipient annually) and State's mileage rate (which is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>).

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

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is County's maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts

shall also be required for airfare, car rentals, ground transportation and parking.

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

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

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the Client(s).

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

### 3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Subrecipient shall complete a disclosure statement identifying the nature of the affiliated, or related organization/ persons. Subrecipient shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A

reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

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

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

#### 3.4 Filing

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

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

#### 3.5 Referencing

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

- Invoices – Vender 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 (1) check, all related invoices should be bound together and cross-referenced to the check issued for payment.

#### 4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Subaward must be utilized on allowable Subaward 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 County.

## 5.0 Audits

For routine audits and inspections, Subrecipient will make available County and any of its duly Authorized Representatives (including State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), upon request, during County's hours of operation, throughout the duration of this Subaward and for the authorized retention period outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward, 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 County. All such books and records shall be maintained at a location within Los Angeles County.

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

## B. INTERNAL CONTROLS

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

### 1.0 Cash Receipts

#### 1.1. Separate Bank Account or Cost Center

All Subaward Sums shall be maintained in a bank account. Subaward Sums shall be used exclusively for Services funded under this Subaward and shall not be commingled with any other monies of Subrecipient. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate bank accounts.

#### 1.2 Deposits

When collections are received by mail, two employees should be assigned to

open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt. Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequences 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 (1) day of receipt. Collections of less than \$500 may be held, and shall be secured and deposited weekly or when the total reaches \$500, whichever occurs first. If Subrecipient can establish that a larger limit is warranted, Subrecipient may request authorization from County to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable). Subrecipient shall retain photocopies of 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 Subrecipient'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 within thirty (30) days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

## 2.0 Disbursements

### 2.1 General

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

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



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

A second signature is recommended on all checks over \$500, unless otherwise authorized by County in writing. 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.

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

## 2.2 Approvals and Separation of Duties

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

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

## 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by Subrecipient (e.g., postage due, small purchases of office supply items, etc.). Subrecipient must obtain prior written approval from County's Contract Manager to establish a petty cash fund greater than \$500.

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

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

## 2.4 Credit Cards

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

Credit cards issued in Subrecipient'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 Subrecipient management to ensure that they are reasonable and necessary.

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

## 3.0 Timekeeping

### 3.1 Timecards

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

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

### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards. Subrecipient shall develop, maintain and adhere to its written personnel policies and procedures, wherein such procedures shall incorporate due process protection according to standard personnel practices.

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

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

### 3.3 Benefit Balances

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

### 3.4 Limitations on Positions and Salaries

Subrecipient shall not pay any salaries which are higher than those authorized in this Subaward, or the Exhibits thereto, including this Exhibit Q. For purposes of establishing a reasonable level of compensation for Subrecipient's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

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

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

The salary expense of salaried employees working on more than one (1) subaward or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Subrecipient shall not make retroactive salary adjustments for any employee without prior written approval from County's Contract Manager.

### 3.5 Separation of Duties

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

All employee hires, terminations or pay rate changes shall be approved in writing by authorized persons independent of payroll responsibilities.

- 4.0 Bonding – All officers, employees, and subrecipients who handle cash or have access to Subrecipient's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Subparagraph 8.25 (Insurance Coverage) of this Subaward.

## C. COST PRINCIPLES

### 1.0 Policy

It is the intent of County to provide funds to Subrecipient for the purpose of providing Services required by this Subaward. Subrecipient shall use these Subaward Sums on actual expenses in an economical and efficient manner and shall ensure that these expenditures are reasonable, proper, and necessary costs of providing Services and are allowable in accordance with the following Administrative requirements, procurement standards, and cost principles (Administrative Requirements):

- Area Agency on Aging (AAA) Programs:
  - Title 2 Code of Federal Regulations Part 200 et seq. and
  - Title 45 Code of Federal Regulations Part 75 et seq.
- All Other Programs:
  - Title 2 Code of Federal Regulations Part 200 et seq.

- 1.1 Subrecipient is responsible for obtaining the Administrative Requirements noted above, which are available on-line as follows:

- Title 2 Code of Federal Regulations Part 200 et seq. ([http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).)
- Title 45 Code of Federal Regulations Part 75 et seq. (<http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>)

## 1.2 Limitations on Expenditures of Subaward Sums

Subrecipient shall comply with this Subaward and Administrative Requirements. The Administrative Requirements define direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Subrecipient is unsure of the allowability of any particular type of cost or individual cost, Subrecipient should request advance written approval from County's Program Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Subaward, Exhibit A (Statement of Work), this Exhibit Q, and Administrative Requirements shall be resolved by giving precedence as follows:

- Administrative Requirements
- Subaward
- Exhibit A (Statement of Work)
- Exhibit Q (Accounting, Administration and Reporting Requirements)

## 1.3 Expenses Incurred Outside the Subaward Period

Expenses charged against Subaward Sums may not be incurred prior to the effective date of this Subaward, or subsequent to this Subaward's expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Subaward may not be allowable. For example, legal costs incurred while prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Subaward between Subrecipient and County are not allowable. Expenses charged against Subaward Sums during any Fiscal Year period may not be incurred outside of that Fiscal Year period.

## 1.4 Budget Limitation

Expenses may not exceed the maximum limits shown on the Budget(s).

## 1.5 Unspent Funds

Subrecipient shall return any unspent Subaward Sums to County unless

otherwise permitted by this Subaward. In addition, County will determine the disposition of unspent Subaward Sums upon expiration or termination of this Subaward and at the end of each Fiscal Year period.

#### 1.6 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. These expenditures must clearly evidence a benefit(s) to the Program.

#### 2.0 Allocable Expenses

When Subrecipient provides services in addition to the Services required under this Subaward, Subrecipient shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with Administrative Requirements, Subrecipient shall define its allocable expenses as either direct or indirect costs (as defined in Subsections C.2.1 (Direct Costs) and C.2.2 (Indirect Costs) below) and shall allocate each cost using the basis that is most appropriate and feasible.

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

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

#### 2.1 Direct Costs

Unless otherwise set forth in this Subaward, 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 (i.e., a particular program, service, or other direct activity of Subrecipient's organization). Examples of direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.

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

Joint costs (i.e., costs that benefit more than one (1) program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

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

## 2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

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

## 2.3 Acceptable Indirect Cost Allocation Methods

Administrative Requirements describe the following allowable methods for allocating indirect costs:

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

### Simplified Allocation Method

This method can be used when Subrecipient'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 indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000

Direct Allocation Method

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

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

Multiple Base Allocation Method

This method can be used when Subrecipient’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

Subrecipient has the option of negotiating an indirect cost rate or rates for use on all its Federal programs. Subrecipient must submit a Cost Allocation Plan to the Federal agency providing the majority of funds to Subrecipient’s organization. The approved indirect cost rate is then applied to the total approved direct cost base.

When Subrecipient has an approved indirect cost rate accepted by all Federal awarding agencies, Subrecipient shall submit a copy of the approval letter to County’s Compliance Manager upon request.



#### D. UNALLOWABLE COSTS

The allowability of a variety of different costs are addressed in the following:

- AAA Program: Title 2 Code of Federal Regulations Part 200.421 et seq. and Title 45 Code of Federal Regulations Part 75.421 et seq.
- All Other Programs: Title 2 Code of Federal Regulations Part 200.421 et seq.

For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions (exceptions may include self-insurance, pension funds and reserves for normal severance pay)
- Contributions and donations rendered
- Fines and penalties (e.g., including but not limited to NSF Check Fees, Traffic Citation Fees)
- Lobbying and fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards
- Capital expenditures
- Advertising and public relations
- Entertainment/alcoholic beverages

Additionally, Subrecipient shall not use Subaward Sums to repay disallowed costs.

#### E. REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE

1.0 Subrecipient shall report suspected fraud (including welfare fraud), abuse, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Subrecipient shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any Lower Tier Subrecipients when that fraud affects its Subaward with County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel
- Favoritism/nepotism in the awarding of County contracts, selection of vendors or hiring of Subrecipient's employees
- Theft or misuse of any funds, resources or equipment
- Falsification of records
- Violation of conflict of interest requirements; etc.

2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Subaward as solely determined by County.

3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website: [www.lacountyfraud.org](http://www.lacountyfraud.org)  
E-Mail Address: [Hotline@auditor.lacounty.gov](mailto:Hotline@auditor.lacounty.gov)  
Fraud Hotline: (800) 544-6861  
Fax: (213) 633-0991  
Mail: Office of County Investigations  
500 W. Temple St., Room 515  
Los Angeles, CA 90012

#### 4.0 User Complaint Report

4.1 County's staff shall complete the User Complaint Report (UCR) to report Subrecipient's non-compliance with the requirements of this Subaward. Areas of Subrecipient's non-compliance include, but are not limited to, the following:

- Subrecipient's Project Manager or other staff not responding to messages/requests from County staff.
- Subrecipient's Project Manager or other staff does not attend trainings/meetings required by County.
- Subrecipient staff changes without prior notification to County.
- Illegal or inappropriate behavior by Subrecipient's staff.
- Subrecipient not submitting reports/documents or maintaining records as required.
- Subrecipient not complying with the quality assurance requirements as specified in this Subaward.

4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Subrecipient's performance of the requirements of this Subaward in addition to being used as the basis for placing Subrecipient on probation, suspending payment, suspending this Subaward, terminating this Subaward or any other remedies that are available in this Subaward. The UCR may also be used during County's solicitation process to evaluate Subrecipient's past performance on this Subaward in addition to being used when Subrecipient requests a reference from County for purposes of applying for other grants.

**EXHIBIT R  
(JOINT FUNDING REVENUE DISCLOSURE)**

List all revenue provided to Subrecipient on an annual basis (including the Subaward Sums, foundation grants, donations, etc.). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
<b>PAGE TOTAL</b>	Click here to enter amount.		
<b>GRAND TOTAL OF ALL PAGES</b>	Click here to enter amount.		

Click here to enter text.  
 \_\_\_\_\_  
 Subrecipient's Legal Name

Click here to enter text.  
 \_\_\_\_\_  
 Contract Number

Click here to enter text.  
 \_\_\_\_\_  
 Name of Preparer (Print)

Click here to enter a date.  
 \_\_\_\_\_  
 Date Prepared



**EXHIBIT S**  
**(PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS**  
**FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)**

I. GOVERNING REGULATIONS AND POLICIES

A. If this Subaward indicates that Subrecipient may purchase Fixed Assets, Non-Fixed Assets and Supplies using Subaward Sums, pursuant to Subparagraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies) of the Subaward, Subrecipient shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Subaward Sums (i.e., Federal, State or County/local monies), Subrecipient shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:

1.0 Area Agency on Aging (AAA) Programs:

1.1 The requirements of this Exhibit S.

1.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq. and Title 45 Code of Federal Regulations Part 75 et seq.

1.3 Additional requirements which may be communicated to Subrecipient through County memorandum, directives, Change Notices, Subaward Amendments, etc.

2.0 All Other Programs:

2.1 The requirements of this Exhibit S.

2.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq.

2.3 Additional requirements which may be communicated to Subrecipient through County memorandum, directives, Change Notices, Subaward Amendments, etc.

- B. Throughout this Exhibit S, references will be made to the Administrative Requirements. These references shall mean that Subrecipient shall follow Administrative Requirements that apply to Subrecipient based on the type of Program being funded through this Subaward (e.g., Area Agency on Aging Programs, etc.) and the type of entity that best describes Subrecipient's organization (e.g., non-profit, local government, educational institution, etc.).
- C. The requirements outlined in this Section I, herein, are applicable to Fixed Assets and Non-Fixed Assets. When specific requirements related to Supplies are not addressed, Subrecipient shall exercise the same due diligence and care required for the purchase, inventory and disposal of Fixed Assets and Non-Fixed Assets when Subrecipient uses Subaward Sums to purchase Supplies.
- D. In the event of any conflict or inconsistency between the requirements established in this Exhibit S and any of the governing Administrative Requirements, the conflict shall be resolved by giving precedence to the governing Administrative Requirements.

## II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

### A. Fixed Asset

1.0 A Fixed Asset is an item which has all of the following attributes:

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments, improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. used to conduct business under this Subaward and are not consumed/sold during the normal course of Subrecipient's business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

1.2 Has a normal useful life of at least one (1) year and has a unit acquisition cost that is \$5,000 or more.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer

system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would not meet the \$5,000 unit acquisition cost threshold.

1.3 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s) for the same/similar purpose as this Subaward. Such purchases must be allowable and allocable under the requirements of this Subaward. For purposes of this Subaward, a Predecessor Agreement(s) shall mean a subaward between County and Subrecipient that was executed prior to this Subaward for the same/similar Program Services as this Subaward, and such subaward has expired or terminated.

2.0 Must be ordered or purchased no later than May 31<sup>st</sup> of the Fiscal Year.

B. Non-Fixed Asset

1.0 A Non-Fixed Asset is an item which has all of the following attributes:

1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Subsection II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc.

used to conduct business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

- 1.2 Has a normal useful life of over one (1) year and has a unit acquisition cost that is less than \$5,000 but is at least \$500.
  - 1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.
  - 1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.
  - 1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would meet the requirements for the unit acquisition cost described herein.
- 1.3 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
- 1.4 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).



- 1.5 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Subaward.
- 1.6 Must be ordered or purchased no later than May 31<sup>st</sup> of the Fiscal Year.
- 2.0 Whatever amount is approved for the equipment must be the same amount that's reflected on the Budget.
- 3.0 You must submit a minimum of three (3) bids when requesting approval for equipment.

C. Usage of the Term "Assets"

- 1.0 Throughout the entirety of this Exhibit S, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in Subsection II.A (Fixed Asset), herein, and Subsection II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term "Assets" shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter "Assets").

D. Types of Assets

- 1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.
  - 1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.
  - 1.2 Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.

- 2.0 Improvements and Betterments are products that typically do not increase the physical size of the unit.
  - 2.1 Requirements for AAA Programs and all Other Programs
    - 2.1.1 Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, lower operating costs, etc.).
    - 2.1.2 An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Subsection II.A (Fixed Asset), herein.
    - 2.1.3 Examples of Fixed Assets that might be improved or bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage and lighting systems, etc.
- 3.0 Intangible Property is an item which lacks physical substance but gives valuable rights to the owner; and, such item can be either a Fixed Asset or a Non-Fixed Asset.
  - 3.1 The acquisition cost of the Intangible Property includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical Intangible Property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.
  - 3.2 Examples of Intangible Property include patents, copyrights, leases, computer software, etc.
- 4.0 Hardware consists of tangible equipment including computers, printers, terminals, etc.; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

E. Supplies

- 1.0 Supplies are items which have all of the following attributes:
  - 1.1 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils,

printer cartridges, file folders, etc. (i.e., Supplies are items which are used in such a way that once used, they cannot be re-used or recovered afterward).

- 1.2 Have a unit acquisition cost that is less than \$500.
- 1.3 Are necessary for Subrecipient to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.
- 1.4 Are either purchased with Subaward Sums and/or were acquired by Subrecipient under a Predecessor Agreement(s).

### III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. In some areas, the requirements are only applicable to Assets; however, Subrecipient shall exercise due diligence in the use and maintenance of Supplies when specific requirements related to Supplies are not addressed.
- B. Management of Assets and Supplies
  - 1.0 To prevent misuse, destruction or theft, Subrecipient shall exercise due diligence in its care, use, maintenance, protection and preservation of all Assets and Supplies.
  - 2.0 During the entire term of this Subaward, Subrecipient is responsible for the replacement or repair of Assets until Subrecipient has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.
  - 3.0 Subrecipient shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
  - 4.0 Subrecipient shall use Assets and Supplies for the purpose for which they are intended under this Subaward. When no longer needed for that purpose, Subrecipient shall treat them as prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.
  - 5.0 Subrecipient may share use of Assets or allow use by other programs upon prior written approval of County. As a

condition of approval, County may require payment under this Subaward for that use.

C. Loss, Destruction or Theft of Assets

1.0 Subrecipient shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Subrecipient shall report such loss, destruction or theft as follows:

1.1 Subrecipient shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.

1.2 Subrecipient shall notify County's Contract Manager by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Subrecipient shall prepare an Incident Report, as described below, which shall be provided to County's Contract Manager.

1.3 Incident Report

1.3.1 At a minimum, Subrecipient's Incident Report of such loss shall contain the following elements:

1.3.1.1 Identification of the Asset(s)

1.3.1.2 Recorded value(s) of each Asset

1.3.1.3 Facts relating to the crime

1.3.1.4 A copy of the police report, where appropriate

1.3.2 Subrecipient shall retain the Incident Report pursuant to the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

2.0 Subrecipient agrees to indemnify County for any loss resulting from the use of any Assets.

IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

- A. Any Asset purchased with the Federal portion of Subaward Sums, if any, and/or with Subrecipient's required matching contributions may not be depreciated or capitalized.
- B. Any Asset purchased with the non-Federal portion of Subaward Sums, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Subrecipient's acquisition policies.
- C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:
  - 1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
  - 2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Subrecipient to satisfy funding matching requirements.
  - 3.0 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.
  - 4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) 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 Subrecipient.

## V. TITLE TO ASSETS

- A. Assets Purchased with Subaward Sums
  - 1.0 Unless otherwise required by Federal or State laws or regulations, or as agreed upon in writing by the parties, Assets remain the property of County until such time as County approves the final disposition of the Assets (i.e., County retains title to all Assets used in the performance of this Subaward).
- B. Assets Purchased Under a Predecessor Agreement(s)

- 1.0 Unless otherwise required by Federal or State laws or regulations or as agreed upon in writing by the parties, Assets purchased under a Predecessor Agreement(s) remain the property of County until such time as County approves the final disposition of these Assets (i.e., County retains title to all Assets purchased under a Predecessor Agreement(s)).

C. Title to Vehicles

- 1.0 County retains title to vehicles that are purchased with Subaward Sums. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.

- 2.0 Vehicles shall be registered only in the name of Subrecipient. Such registration applies to all vehicles which are purchased with Subaward Sums as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.

- 3.0 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient shall ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and shall submit a copy of the smog certificate to County's Compliance Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Subrecipient shall provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

D. Throughout the entire term of this Subaward, Subrecipient shall adhere to the following:

- 1.0 Subrecipient shall provide current, ongoing and adequate insurance covering all vehicle drivers pursuant to Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of the Subaward.

- 2.0 Subrecipient shall ensure that each vehicle driver has a current, valid California driver's license.

## VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

### A. Necessary Prior Approval to Purchase Assets for Area Agency on Aging Programs

- 1.0 Prior to purchasing or acquiring any Assets, Subrecipient must receive written approval from County authorizing the purchase when Subrecipient will use any amount of Subaward Sums to purchase the Asset. Prior approval is also required for the following:
  - 1.1 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  - 1.2 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- 2.0 Prior approval is not required for the purchase of Supplies. However, Subrecipient shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with Administrative Requirements.
- 3.0 Subrecipient shall submit a written request to County's Contract Manager to request authorization to purchase such Asset. Subrecipient shall submit this written request at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Asset.
- 4.0 Upon receiving written approval from County, Subrecipient shall ensure that all Asset purchases are also approved in writing by Subrecipient's Board of Directors or its Authorized Representative, before the Asset is purchased.
- 5.0 County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Asset. Once all written approvals have been received, Subrecipient shall then include the Asset in its Budget and proceed with the purchase.

## 6.0 Examples

- 6.1 If Subrecipient intends to purchase an item which costs \$475 and Subrecipient will use \$475 of Subaward Sums to purchase this item, prior approval is not required.
- 6.2 If Subrecipient intends to purchase an item, which costs \$550 and Subrecipient will use \$500 of Subaward Sums to purchase this item, prior written approval is required.

## VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

### A. Necessary Prior Approval to Dispose of Assets for AAA Programs:

- 1.0 Subrecipient shall obtain prior written approval from County (and State) in order to sell, trade-in, discard, or transfer to another entity any Asset with a unit acquisition cost of at least \$500 and/or any item which meets the standards outlined in the Subaward pertaining to Information Technology. Subrecipient shall not dispose of any Asset or Information Technology product unless/until Subrecipient receives such written approval.
- 2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval, and Subrecipient shall adhere to all County and State requirements for the disposal of these Assets/Information Technology product.
- 3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality) of the Subaward, Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement), and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit I (Business Associate Agreement Under the Health Insurance



Portability and Accountability Act of 1996 (HIPAA)) is included with this Subaward.

4.0 Upon receipt of written approval from County, Subrecipient shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

B. Necessary Prior Approval to Dispose of Assets for all Other Programs:

1.0 Subrecipient shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Subrecipient shall not dispose of any Asset unless/until Subrecipient receives such written approval.

2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the disposal of these Assets.

3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality), Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement), and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Subaward.

4.0 Upon receipt of written approval from County, Subrecipient shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

D. Necessary Prior Approval to Use Program Income from Sales Revenue

- 1.0 Subrecipient shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).
- 2.0 Subrecipient shall contact County's Program Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the use of such Program Income.

VIII. PURCHASE REQUIREMENTS FOR ASSETS

A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise due diligence in the purchase of Supplies when specific requirements related to Supplies are not addressed.

B. Cost Requirements

- 1.0 Subrecipient shall perform a cost or price analysis prior to the purchase of an Asset.
  - 1.1 A cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability and allowability. Subrecipient shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in Administrative Requirements.
  - 1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.
- 2.0 Subrecipient shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.
- 3.0 Subrecipient shall avoid purchasing unnecessary or duplicative items. Subrecipient shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).

- 4.0 Subrecipient shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Subrecipient as well as any charges for taxes, delivery/shipping, etc.
- 5.0 Subrecipient shall only charge the true actual cost of the Asset to this Subaward. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Subaward shall not be charged by Subrecipient to another grant, program or contract.

C. Competitive Procurement

- 1.0 Subrecipient shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in Administrative Requirements.
- 2.0 Subrecipient shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.
- 3.0 Subrecipient shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.
- 4.0 Subrecipient or Subrecipient's agent who develops or drafts specifications, requirements, statements of work, invitation for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.
- 5.0 Subrecipient shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.
- 6.0 Sole Source Procurement (Non-competitive Procurement)
  - 6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.

- 6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in Administrative Requirements and at least one (1) of the following applies:
  - 6.2.1 The Asset is available only from a single source/vendor.
  - 6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.
  - 6.2.3 County provides written authorization for non-competitive procurement of the Asset.
  - 6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.
- 6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.
- 7.0 Subrecipient shall ensure that solicitations for Assets provide:
  - 7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.
  - 7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.
  - 7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.
  - 7.4 Description of specific features of “brand name” products or an equivalent that bidders are required to meet when such items are included in the solicitation.
  - 7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.

7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.

8.0 Subrecipient shall make an effort to utilize small businesses, minority-owned firms and women's business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Administrative Requirements.

D. Procurement Instrument

1.0 Subrecipient shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price subawards, cost reimbursable subawards, etc.

2.0 Subrecipient shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.

3.0 "Cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

E. Documentation Requirements

1.0 Subrecipient shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).

2.0 Subrecipient shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).

3.0 Subrecipient shall maintain documentation of its cost/price analysis and any sole source procurement.

4.0 Subrecipient's Budget

4.1 Subrecipient shall report Assets purchased with Subaward Sums on the Budget. Prior to reporting Assets on the Budget, Subrecipient shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.

- 4.2 Assets purchased by Subrecipient shall match the Assets reported on the Budget.
  - 4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Subrecipient shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.
  - 4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Subrecipient shall submit a Budget Modification to County's Contract Manager before the end of the Fiscal Year pursuant to Subparagraph 9.9 (Modifications) of the Subaward.
- 5.0 Additional Documentation Requirements for Area Agency on Aging Programs
- 5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:
    - 5.1.1 Subrecipient shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.
    - 5.1.2 The supporting documents shall be submitted to County's Contract Manager at the same time that Subrecipient submits its invoice to County for the Asset.
- F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.
  - G. Assets purchased either wholly with the Federal share of Subaward Sums and/or with any required Subrecipient matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR ASSETS

- A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise reasonable care in the maintenance and tracking of Supplies.
- B. Asset Bar Code Identification Tags

- 1.0 Subrecipient shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.
- 2.0 Subrecipient shall notify County's Contract Manager to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Subrecipient shall provide County full access to these Assets so that County can affix the tags on each Asset.

C. Inventory Tracking

- 1.0 Every two (2) years, or more frequently as requested by County, Subrecipient shall conduct a physical inventory of all Assets and shall document its activities. Subrecipient shall reconcile the results with Subrecipient's Asset accounting and inventory records.
- 2.0 Subrecipient shall investigate any difference(s) between quantities determined by the physical inspection and those shown in the accounting and inventory records to determine the causes of the difference(s).
- 3.0 As part of its inventory tracking, Subrecipient shall verify the existence, current utilization and continued need for Assets.
- 4.0 Subrecipient shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Subrecipient shall remove these Assets from its accounting and inventory records. Subrecipient shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

D. Reporting Current Fiscal Year

- 1.0 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Subrecipient shall complete its report of all Assets purchased during that Fiscal Year.
- 2.0 Subrecipient shall maintain supporting records for all Assets.
- 3.0 County may require Subrecipient to submit such supporting records upon request.

- 4.0 Subrecipient shall ensure that the information on the supporting records match the information reflected on County's inventory records.

X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. Additionally, Subrecipient shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Subrecipient shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant to Section VII (Approval Requirements for Disposing of Assets), herein.
- B. Consistent with Federal and State regulations, Subrecipient may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in the Administrative Requirements.
- C. For purposes of this Exhibit S, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.
- D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.
  - 1.0 Salvage items include Assets which are obsolete, broken or irreparable.
  - 2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Subaward, termination of the Program, dissolution of Subrecipient's operations, or other similar circumstances.
  - 3.0 Subrecipient may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:
    - 3.1 Only after the Assets have first been offered to and declined in writing by County.
    - 3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Subrecipient. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Subrecipient employees; Subrecipient



employees' family members; entities that conduct business or have a relationship with Subrecipient; Clients; etc.

E. Disposition of Assets upon Dissolution of Subrecipient's Operations, Expiration or Termination of Subaward or Termination of Program

- 1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:
  - 1.1 After dissolution of Subrecipient's operations
  - 1.2 Upon expiration or termination of this Subaward
  - 1.3 When the Program, for which Assets were purchased, has ended
- 2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.
- 3.0 Subrecipient shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Contract Manager within the timeframe designated by County.
- 4.0 County reserves the right to require Subrecipient to transfer such Assets to another entity, including, but not limited to, State, County or another subrecipient.
- 5.0 To exercise the right referenced in Subsection X.E.4.0, herein, County will issue specific written disposition instructions to Subrecipient no later than ninety (90) days after expiration or termination of this Subaward, notification of Subrecipient's dissolution or termination of the Program.

F. Supplies

- 1.0 Subrecipient shall compensate County for its share of the residual inventory of unused Supplies if the residual or current fair market value of the inventory exceeds \$500 or more in the aggregate when the items are no longer needed for either the Program or another Federally-funded program.
- 2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

G. Current Fair Market Value

- 1.0 Subrecipient shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.
- 2.0 Subrecipient shall use one (1) or more of the following methods/resources to determine the current fair market value of an Asset:
  - 2.1 Orion Computer Blue Book
  - 2.2 Professional or expert appraisal
  - 2.3 Public advertisement
  - 2.4 Industry quotation
  - 2.5 Other similar methods/resources

#### H. Sale of Assets

- 1.0 After receiving written approval from County for this action, Subrecipient may sell Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.
- 2.0 Subrecipient shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.
- 3.0 Subrecipient shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Subrecipient may be required to reimburse County for the revenue that is earned pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).
- 4.0 After the sale of an Asset, Subrecipient shall prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.
- 5.0 Subrecipient shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

I. Transfer of Assets

- 1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.
- 2.0 Subrecipient shall transfer Assets according to this order:
  - 2.1 To another program providing the same or similar service as that provided under this Subaward.
  - 2.2 To a Federally or State-funded program.
- 3.0 After the transfer of an Asset, Subrecipient shall prepare an updated Inventory Control Form and shall submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.
- 4.0 Subrecipient shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Subrecipient shall forward copies of these receipts to County's Contract Manager along with the completed Inventory Control Form.

J. Donation of Assets

- 1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.
- 2.0 To donate Assets, Subrecipient shall:
  - 2.1 Prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.
  - 2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

- 2.3 Obtain liability waiver(s) for donated items. Subrecipient shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:
  - 2.3.1 Names and addresses of Subrecipient and recipient organization.
  - 2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.
  - 2.3.3 Date when donation was received by recipient organization.
  - 2.3.4 Certification statement to be attested to by recipient organization releasing Subrecipient from all liability for the donated Asset(s).
  - 2.3.5 Name, signature and title of the recipient organization's authorized representative.

XI. NON-COMPLIANCE WITH PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS

- A. Subrecipient shall be under a continuing obligation throughout the entire term of this Subaward to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in Administrative Requirements.
- B. Subrecipient's non-compliance with these requirements shall subject Subrecipient to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Subparagraph 9.19 (Remedies for Non-Compliance) of the Subaward. County may also impose the following remedies as warranted by the non-compliance:
  - 1.0 Disallow the cost for Assets purchased without prior written approval
  - 2.0 Require Subrecipient to remit payment for Assets which are not properly disposed or inventoried

- 3.0 Remove those Assets from Subrecipient which are not properly maintained pursuant to the requirements outlined herein.

## XII. RECORDKEEPING

- A. Subrecipient shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.
- B. Subrecipient shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.

## EXHIBIT T (LIST OF LOWER TIER SUBAWARDS)

**Subrecipient’s Legal Name:** [Click here to enter text.](#)

Select the certification below that is applicable to Subrecipient’s use of Lower Tier Subrecipient(s)/Lower Tier Subaward(s):

- Subrecipient intends to use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services (details are provided in the chart below).
- Subrecipient will not use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services.

Lower Tier Subrecipient			Description of Services to be Performed
Legal Name	Address	Contact Person’s Name and Phone Number	
Click here to enter text.	Click here to enter address.	Click here to enter text.	<input type="checkbox"/> Click here to enter text. <input type="checkbox"/> Click here to enter text. <input type="checkbox"/> Click here to enter text. <input type="checkbox"/> Click here to enter text.
		Click here to enter phone number.	

If you need to report additional Lower Tier Subrecipients, use this Exhibit T and include page numbers on each completed Exhibit T as follows: Page 1 of X, Page 2 of X, Page 3 of X, etc. (where ‘X’ represents the total number of completed forms).