APPENDIX C

(SAMPLE CONTRACT)

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

AND

_____

FOR

DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM

CONTRACT NUMBER _____

CONTRACT PERIOD JULY 1, 2016 – JUNE 30, 2020

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
	RECITALS	**6**
1.0	**APPLICABLE DOCUMENTS**	**7**
2.0	**DEFINITIONS AND HEADINGS**	**9**
3.0	**WORK**	**9**
4.0	**TERM OF CONTRACT**	**11**
5.0	**CONTRACT SUM**	**11**
5.1	FIRM-FIXED CONTRACT	11
5.2	FUNDING ALLOCATIONS	12
5.3	CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) PROGRAM NUMBER(S)	13
5.4	ASSUMPTION OR TAKEOVER	13
5.5	LIMITATIONS ON USE OF CONTRACT FUNDS	14
5.6	75% OF CONTRACT AUTHORIZATION	15
5.7	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT	15
5.8	OTHER CONTRACTS	16
5.9	JOINT FUNDING REVENUES	16
5.10	INVOICES AND PAYMENTS	16
5.11	COST OF LIVING ADJUSTMENTS (COLA'S)	22
5.12	MATCH CONTRIBUTION	23
5.13	CONTRACTOR INDIRECT COSTS	23
6.0	**ADMINISTRATION OF CONTRACT - COUNTY**	**24**
6.1	COUNTY ADMINISTRATION	24
6.2	COUNTY'S PROJECT DIRECTOR	24
6.3	COUNTY'S PROJECT MANAGER	24
6.4	COUNTY'S CONTRACT PROJECT MONITOR	25
7.0	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**25**
7.1	CONTRACTOR ADMINISTRATION	25
7.2	CONTRACTOR'S PROJECT MANAGER	25
7.3	APPROVAL OF CONTRACTOR'S STAFF	25
7.4	CONTRACTOR'S STAFF IDENTIFICATION	26
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	26
7.6	CONFIDENTIALITY	28
8.0	**STANDARD TERMS AND CONDITIONS**	**29**
8.1	AMENDMENTS	29
8.2	ASSIGNMENT AND DELEGATION	31
8.3	AUTHORIZATION WARRANTY	31
8.4	BUDGET REDUCTIONS	32
8.5	COMPLAINTS	32

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.6	COMPLIANCE WITH APPLICABLE LAWS	33
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	34
8.8	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	34
8.9	CONFLICT OF INTEREST	36
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST	36
8.11	CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS	36
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	37
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY' S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	39
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	40
8.15	COUNTY'S QUALITY ASSURANCE PLAN	40
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	40
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	41
8.18	FACSIMILE REPRESENTATIONS	41
8.19	FAIR LABOR STANDARDS	41
8.20	FORCE MAJEURE	41
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	42
8.22	INDEPENDENT CONTRACTOR STATUS	42
8.23	INDEMNIFICATION	43
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	43
8.25	INSURANCE COVERAGE	47
8.26	LIQUIDATED DAMAGES	49
8.27	MOST FAVORED PUBLIC ENTITY	50
8.28	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	50
8.29	NON-EXCLUSIVITY	51
8.30	NOTICE OF DELAYS	51
8.31	NOTICE OF DISPUTES	51
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	52
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	52
8.34	NOTICES	52
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	52
8.36	PUBLIC RECORDS ACT	52
8.37	PUBLICITY	53
8.38	RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT	53
8.39	RECYCLED BOND PAPER	58
8.40	SUBCONTRACTING	58
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	60
8.42	TERMINATION FOR CONVENIENCE	60
8.43	TERMINATION FOR DEFAULT	61
8.44	TERMINATION FOR IMPROPER CONSIDERATION	62
8.45	TERMINATION FOR INSOLVENCY	62
8.46	TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE	63
8.47	TERMINATION FOR NON - APPROPRIATION OF FUNDS	63

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.48	VALIDITY	63
8.49	WAIVER	63
8.50	WARRANTY AGAINST CONTINGENT FEES	64
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	64
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	64
8.53	TIME OFF FOR VOTING	64
8.54	MINIMUM WAGE REQUIREMENTS	65
9.0	**UNIQUE TERMS AND CONDITIONS**	**67**
9.1	ALLEGATIONS OF FRAUD AND/OR ABUSE	67
9.2	AMERICANS WITH DISABILITIES ACT (ADA)	68
9.3	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	69
9.4	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")	69
9.5	FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES	69
9.6	LIMITATION ON CORPORATE ACTS	70
9.7	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM	70
9.8	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	71
9.9	MODIFICATIONS	71
9.10	NEPOTISM	73
9.11	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	73
9.12	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	74
9.13	PROBATION AND SUSPENSION	75
9.14	TRANSITION OF CONTRACT SERVICES	77
9.15	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	79
9.16	TRAVEL EXPENSES	80
9.17	DRUG-FREE WORKPLACE	80
9.18	DATA DESTRUCTION	81
9.19	REMEDIES FOR NON-COMPLIANCE	82
9.20	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM	82
9.21	INTENTIONALLY OMITTED	83
9.22	INFORMATION TECHNOLOGY SYSTEMS AND DATA SECURITY	83
9.23	CONTRACT DOCUMENT DELIVERABLES	90
9.24	FISCAL REPORTING REQUIREMENTS	97
9.25	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM)	101
9.26	UNUSUAL OCCURRENCES AND CRIME	101
SIGNATURES		

TABLE OF CONTENTS

STANDARD EXHIBITS

Exhibit A (Statement of Work)

Exhibit B (Intentionally Omitted)

Exhibit C (Intentionally Omitted)

Exhibit D (Contractor's Equal Employment Opportunity Certification)

Exhibit E (County's Administration)

Exhibit F (Contractor's Administration)

Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement)

Exhibit G2 (Intentionally Omitted)

Exhibit G3 (Intentionally Omitted)

Exhibit H (Contractor Employee Jury Service)

Exhibit I (Safely Surrendered Baby Law)

UNIQUE EXHIBITS - COUNTYWIDE

Exhibit J (Intentionally Omitted)

Exhibit K (Intentionally Omitted)

Exhibit L (Intentionally Omitted)

Exhibit M1 (Intentionally Omitted)

Exhibit M2 (Intentionally Omitted)

Exhibit M3 (Intentionally Omitted)

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

Exhibit O (Charitable Contributions Certification)

UNIQUE DEPARTMENT EXHIBITS

Exhibit P (Definitions)

TABLE OF CONTENTS

Exhibit Q (Accounting, Administration and Reporting Requirements)

Exhibit R (Joint Funding Revenue Disclosure)

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

Exhibit T (Inventory Control Form)

Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)

Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services)

Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services)

Exhibit W3 (Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services)

Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services)

Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services)

Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services)

Exhibit Y (List of Subcontracts)

Exhibit Z (Cost Allocation Plan)

Exhibit AA (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services)

Exhibit BB (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services)

Exhibit CC (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services)

Exhibit DD (Guidelines for Developing Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services)

Exhibit EE (Guidelines for Developing Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services)

Exhibit FF (Guidelines for Developing Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services)

RECITALS

This Contract ("Contract") is made and entered into this **[@ Contract_Date @]** by and between the parties below:

County of Los Angeles
Community and Senior Services
(hereafter "County")

County's Business Address:
3175 West Sixth Street
Los Angeles, Ca 90020

and

[@ Supplier Name @]
(hereafter "Contractor")

Contractor's Business Address:
[@ Supplier Address Line1 @]
[@ Supplier City @], Ca [@ Supplier Zip Code @]

WHEREAS, pursuant to the California Government Code Section 26227, 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, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 et seq. (hereafter "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 centralized dietary services for Elderly Nutrition Program (ENP) Contractors, their caterers' food production and service facilities, and ENP service locations; and

WHEREAS, County has established its Dietary Administrative Supportive Services Program ("DASS Program" or "Program"), and County has entered into an agreement with State wherein State has approved County's Area Plan for Aging Program Services and has authorized County to implement its plan, oversee the Program services defined in Exhibit A (Statement of Work) (hereafter "Program Services" or "Services") and provide Services to Clients who are defined in Exhibit A (Statement of Work); and

WHEREAS, the Program Services shall be governed by the following regulations: OAA; OCA; Title 45 Code of Federal Regulations (CFR) Section 1321 et seq.; Title 22 California Code of Regulations Section 7100 et seq.; current United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program, Education Guidance Nutrition Education and Obesity Prevention Program (SNAP-Ed); California Business and Professions Code, Sections 2585 and 2586; and, all regulations, directives and Program memoranda thereto which are promulgated by the United States Department of Health and Human Services, State and County; and

WHEREAS, County has received funding to establish, implement and oversee Program Services and such funding has been authorized by the following regulations: OAA Title III (Grants for State and Community Programs on Aging) Part C (Nutrition Services); State Administrative Matching Grants for

the Supplemental Nutrition Assistance Program - Education (SNAP-Ed); and,

WHEREAS, County shall implement and oversee the Program Services within its jurisdictional boundaries and, to this end, County has procured Contractor in order to enter into this Contract with Contractor whereby Contractor shall provide these Services in accordance with all regulations, directives and Program memoranda (and all amendments thereto) which are promulgated by Federal, State and County authorities; and

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

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

WHEREAS, on [BOARD DATE], the Los Angeles County Board of Supervisors authorized the Director of County of Los Angeles Community and Senior Services ("County's Department Head") or his/her designee to enter, execute and administer this Contract.

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

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A, D, E, F, G1, H, I, N, O, P, Q, R, S, T, U, V, W1, W2, W3, X1, X2, X3, Y, Z, AA, BB, CC, DD, EE, and FF are attached to and form a part of this Contract. This Contract 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 Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

1.2 Contractor's Proposal submitted in response to the [@ Program Name @] Request for Proposals (RFP) is incorporated and made part of this Contract. Contractor's misrepresentation of any required element in its Proposal submitted in response to the RFP shall be considered an event of default and this Contract 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 Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 References in this Contract to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda shall 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: http://css.lacounty.gov/.

1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Contract, shall be in writing, and shall 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority:

1.6.1 Exhibit A (Statement of Work)

1.6.2 Exhibit D (Contractor's Equal Employment Opportunity Certification)

1.6.3 Exhibit E (County's Administration)

1.6.4 Exhibit F (Contractor's Administration)

1.6.5 Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement)

1.6.6 Exhibit H (Contractor Employee Jury Service)

1.6.7 Exhibit I (Safely Surrendered Baby Law)

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

1.6.9 Exhibit O (Charitable Contributions Certification)

1.6.10 Exhibit P (Definitions)

1.6.11 Exhibit Q (Accounting, Administration and Reporting Requirements)

1.6.12 Exhibit R (Joint Funding Revenue Disclosure)

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

1.6.14 Exhibit T (Inventory Control Form)

1.6.15 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

1.6.16 Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)

1.6.17 Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services)

1.6.18 Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services)

1.6.19 Exhibit W3 (Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services)

1.6.20 Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services)

1.6.21 Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services)

1.6.22 Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services)

1.6.23 Exhibit Y (List of Subcontracts)

1.6.24 Exhibit Z (Cost Allocation Plan)

1.6.25 Exhibit AA (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services)

1.6.26 Exhibit BB (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services)

1.6.27 Exhibit CC (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services)

1.6.28 Exhibit DD (Guidelines for Developing Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services)

1.6.29 Exhibit EE (Guidelines for Developing Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services)

1.6.30 Exhibit FF (Guidelines for Developing Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services)

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 shall be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

3.0 WORK

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

3.2 If Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim

whatsoever against County.

3.3 In the performance of this Contract, Contractor shall 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 Contract (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program provisions; implementing regulations; grant requirements; and, all relevant rules and policies.

3.4 Contractor acknowledges time is of the essence in the provision and completion of the Work provided to County as stipulated in this Contract, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Contract.

3.5 Contractor's performance under the requirements of this Contract will be evaluated during each Fiscal Year. Contractor shall provide 100% of Services and expend 100% of the Contract Grant Funds as stated in Paragraph 5.0 (Contract Sum); Exhibit A (Statement of Work), Attachment B (Performance Requirements Summary Chart); Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services); Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services); Exhibit W3 (Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services); Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services); Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services); and Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services). Contract Grant Funds and the Services associated with those Funds may be reduced from Contractor's allocation and reallocated to other DASS Contractors that are performing and/or expending at a higher level/rate and qualify for increases if Contractor fails to provide at least 95% of Services and/or expend at least 95% of the Maximum Annual Contract Sum allocated under this Contract in Paragraph 5.0 (Contract Sum). Additionally, County, at its discretion, may adjust Contractor's Funds allocated for the following Fiscal Year to more accurately reflect Contractor's level of performance/expenditure.

3.6 At County's request, Contractor shall complete a new Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), Exhibit W3 (Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services), Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services) and Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services), and submit them to County prior to the beginning of each Fiscal Year. In preparing these Exhibits, Contractor shall adhere to the requirements outlined in Exhibit AA (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit BB (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), Exhibit CC (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services), Exhibit DD (Guidelines for Developing Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit EE (Guidelines for Developing Mandated Program Services for Dietary

Administrative Support Services (DASS) Program (Title III C-2 Services), and Exhibit FF (Guidelines for Developing Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services).

3.7 Contractor acknowledges that this Contract includes performance requirements standards which are provided in Exhibit A (Statement of Work), Attachment B (Performance Requirements Summary Chart). These standards will measure Contractor's performance of the Program requirements. Contractor shall adhere to the required standards and the corresponding acceptable quality level identified in Exhibit A (Statement of Work), Attachment B (Performance Requirements Summary Chart).

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be four (4) years commencing on July 1, 2016, upon execution by the parties, and shall continue through June 30, 2020, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Contract.

4.2 Intentionally Omitted

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

4.4 Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 FIRM-FIXED CONTRACT

5.1.1 County and Contractor agree that this is a firm-fixed Contract based on the unit rate(s) set forth in Exhibit A (Statement of Work), Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), Exhibit W3 (Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services), Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services) and Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services) for the Fiscal Years identified in each such document. This unit rate(s) shall remain firm and fixed throughout the entire term of this Contract. County and Contractor further agree that the unit rate(s) represents Contractor's true, actual and supported costs which are incurred solely for providing Services hereunder. For purposes of this Contract, 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. County shall reimburse Contractor for supplying the Services as set forth in Exhibit A (Statement of Work), Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1

Services), Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), Exhibit W3 (Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services), Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services) and Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services). 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 Contractor's true/actual costs and the costs which have been reimbursed to Contractor then County shall remedy such discrepancy(ies) at County's sole discretion.

5.1.2 Contractor shall track Contract Funds and contributions. Contractor shall provide a tracking of Contract Funds during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.2 FUNDING ALLOCATIONS

5.2.1 **Maximum Contract Sum**

5.2.1.1 During the term of this Contract, Contractor shall receive funding for providing the Services outlined in this Contract (hereafter "Contract Funds" or "Contract Grant Funds"). Contract Funds shall be allocated to Contractor on an annual basis for each Fiscal Year (hereafter "Maximum Annual Contract Sum"). The Maximum Annual Contract Sum for the first Fiscal Year of this Contract is **$[@ Year 1 Annual Sum @]**. The Maximum Annual Contract Sum for each Fiscal Year following the first Fiscal Year is projected to remain at the level of **$[@ Year 1 Annual Sum @]**. The combined total of all Maximum Annual Contract Sums to be allocated during the term of this Contract is estimated to be **$[@ Maximum Contract Sum @]** (hereafter "Maximum Contract Sum"). Contractor acknowledges that both the projected funding for each year after the first year and the projected combined total of all Maximum Annual Contract Sums are estimates only.

5.2.1.2 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Contract upon occurrence of any changes to the Contract Funds. Future allocations of Contract Funds will be contingent upon Contractor'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.

5.2.2 **Year 1 Maximum Annual Contract Sum Funding Source(s)**

5.2.2.1 The Maximum Annual Contract Sum for the first Fiscal Year of this Contract (hereafter "Year 1") 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.

5.2.2.2 Older Americans Act Title III C-1 funds: **$[@ Year 1 Annual Sum (C-1) @]**

5.2.2.3 Older Americans Act Title III C-2 funds: **$[@ Year 1 Annual Sum (C-2) @]**

5.2.2.4 State Administrative Matching Grants for the Supplemental Nutrition Assistance Program - Education (SNAP-Ed) funds: **$[@ Year 1 Annual Sum (SNAP-ED) @]**

5.3 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) PROGRAM NUMBER(S)

5.3.1 Contract Funds, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Contract Funds has been assigned both a CFDA program number (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 Contractor and its subcontractor(s), if any, are being audited by an independent auditor, Contractor shall provide the following CFDA program information to the independent auditor: CFDA program number; and, name of the assigned Federal Grantor office. This CFDA program information is outlined herein and is only available for the Federal portion(s) of the Contract Funds. In the event that the CFDA program information is not listed herein for all of the Federal monies included in the Contract Funds then the excluded monies are not Federal monies and therefore the CFDA program information is not applicable to them.

5.3.2 **CFDA Program Number(s) and Federal Grantor Funding Source(s)**

5.3.2.1 The CFDA program number for the OAA Title III C portion of the Contract Funds (including Title III C-1 and Title III C-2) is 93.045 - Special Programs for the Aging Title III Part C (Nutrition Services). The Federal Grantor funding source for these Contract Funds is the United States Department of Health and Human Services, Administration for Community Living.

5.3.2.2 The CFDA program number for the State Administrative Matching Grants for the Supplemental Nutrition Assistance Program is 10.561 - Supplemental Nutrition Assistance Program - Education (SNAP-Ed). The Federal Grantor funding source for these Contract Funds is the United States Department of Agriculture, Food and Nutrition Services (USDA-FNS).

5.4 ASSUMPTION OR TAKEOVER

5.4.1 Contractor shall 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 Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with County's express prior written approval.

5.5 LIMITATIONS ON USE OF CONTRACT FUNDS

5.5.1 Contract Funds may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.

5.5.2 Expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.). Contractor shall comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Contractor shall be responsible for obtaining the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.), which is available via the Internet at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall also comply with the applicable requirements and standards referred to in 45 CFR 1321.5 (Grants to State and Community Programs on Aging).

5.5.3 **Limitations on Contract Sums**

5.5.3.1 Contractor shall not be paid for any Contract expenditures that exceed the Maximum Contract Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Contract Sum. Any expenditures that exceed the Maximum Contract Sum shall become the sole fiscal responsibility of Contractor.

5.5.3.2 Contractor shall not be paid for any Contract expenditures that exceed the Maximum Annual Contract Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Annual Contract Sum. Any expenditures that exceed the Maximum Annual Contract Sum shall become the sole fiscal responsibility of Contractor. Contractor shall only expend Contract Funds during the Fiscal Year or Program Year for which it is allocated. When Contractor does not expend funding up to the Maximum Annual Contract Sum appropriated for the Fiscal Year or Program Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year or Program Year.

5.5.4 **Prohibitions on Contract Funds**

5.5.4.1 Contractor shall comply with Public Law (PL) 101-121 (31 USC 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 contract, grant, loan or cooperative agreement. Contractor shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all subcontractors or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.

5.5.4.2 No materials, property, or Services contributed to County or Contractor under this Contract shall 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, no materials, property, or Services contributed to County or Contractor under this Contract shall be used for the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.5.4.3 Contract Funds 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.

5.5.4.4 Contract Funds may not be used to sue the Federal government or any other government entity.

5.5.4.5 Pre-award costs are not an allowable use for Contract Funds.

5.6 75% OF CONTRACT AUTHORIZATION

5.6.1 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract (the Maximum Annual Contract Sum and the Maximum Contract Sum). Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit E (County's Administration).

5.7 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

5.7.1 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County's Project Director and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of

this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.8 OTHER CONTRACTS

5.8.1 Contractor shall immediately notify County's Project Director in writing of any contracts between Contractor and other public or private organizations which directly impact activities funded under this Contract. A copy of any such contracts shall be kept on file at Contractor's offices and shall be provided to County upon request. Contractor shall also immediately notify County's Project Director in writing of any default, termination, or finding of withheld payments under such contracts between Contractor and other public or private organizations which directly impact activities funded under this Contract.

5.8.2 Contractor warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Contract.

5.9 JOINT FUNDING REVENUES

5.9.1 Funds made available under this Contract shall supplement and not supplant any other Federal, State or local funds expended by Contractor to provide Program Services. Contractor certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Contractor 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 Contract. To this end, Contractor shall complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Contract (and annually thereafter). Contractor shall submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Project Director in the time and manner as designated by County.

5.10 INVOICES AND PAYMENTS

5.10.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Each invoice shall be based on actual expenditures and Contractor shall not submit an invoice based on budgeted or estimated costs (i.e., Contractor shall not submit an invoice based on 1/12th of either its Maximum Annual Contract Sum or its Maximum Contract Sum). Payments to Contractor shall be based on the information provided by Contractor as established in Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), Exhibit W3 (Budget for Dietary

Administrative Support Services (DASS) Program (SNAP-Ed Services), Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services) and Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services) for the Fiscal Year identified therein, and Contractor shall 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 shall be due to Contractor for that Work.

5.10.2 Contractor's invoices shall be priced in accordance with the information provided in Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), Exhibit W3 (Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services), Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), and Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services) for the Fiscal Year identified therein.

5.10.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work), Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), Exhibit W3 (Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services), Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services), Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services), and Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services) for the Fiscal Year identified therein, describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.

5.10.4 **Submission of Invoices**

5.10.4.1 Contractor shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Contractor's Work performed under the requirements of this Contract. Upon direction of County, Contractor shall 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 30 days following the date the corresponding monthly invoice is submitted.

County reserves the right to require Contractor to upload all required support documentation using County's Information Technology Systems (ITS) which may include the Contract Management System (CMS) - Contractor's Gateway or via other ITS identified by County. Contractor shall 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., Contractor shall submit an invoice for Services provided in October by November 10th for reimbursement). Contractor shall 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. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Contractor shall 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.

5.10.4.2 Contractor shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Contractor shall 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 Contractor takes the appropriate measures to adhere to these requirements.

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

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

5.10.4.4.1 When County or its designee discovers that Contractor has been overpaid, County will send Contractor written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Contractor that exceeds either the Maximum Annual Contract Sum or the Maximum Contract Sum. Contractor shall return such overpayment to County within thirty (30) days of receiving County's written notification.

5.10.4.4.2 When Contractor receives or discovers any overpayment from County, Contractor shall immediately notify County's Contract Project Monitor in writing of such overpayment. Contractor shall immediately return such overpayment to County's Contract Project Monitor within thirty (30) days of receiving or discovering the overpayment.

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

5.10.4.5 Contractor shall submit a complete, accurate, verifiable and timely invoice for each month of Service as directed above. Contractor shall also submit a complete, accurate, verifiable and timely final year-end invoice as also directed above. Contractor'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. Contractor's continued non-compliance with County's invoicing policies and procedures may lend Contractor to remedies which County may impose at County's sole discretion.

5.10.5 **County Approval of Invoices**

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

5.10.5.2 County will review Contractor'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 Contractor's costs reported on the invoice have been paid. County will communicate any discrepancies with Contractor 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 Contractor is not able to substantiate the cost(s), Contractor will have to repay County for all unsubstantiated costs, Contractor may be removed from eligibility for future cash advances (if cash advances are allowed under this Contract), Contractor's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.10.6 **Payments to Contractor**

5.10.6.1 In accordance with the invoicing policies and procedures set forth in this Contract as well as those provided by County, County agrees to pay Contractor for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Subparagraph 5.2 (Funding Allocations). All payments to Contractor will be made in arrears on a monthly basis for Services performed, provided that Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those Services expressly authorized by this Contract.

5.10.6.2 Payments to Contractor will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph, an undisputed invoice shall mean an invoice which does not contain errors and has been completed and submitted by Contractor 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. Contractor shall promptly adhere to County's instructions for correcting an invoice that is not undisputed in order to prevent any delays in processing payment(s). Until Contractor 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.

5.10.6.3 All payments for Services provided under the terms of this Contract shall be made to Contractor using Contractor's legal name and tax payer identification number. Contractor shall not request payments to be made to third-party vendors (i.e., subcontractors) or any vendor which Contractor may use in the performance of this Contract. For purposes of this Contract, Contractor's legal name is identified as

the name on Contractor's articles of incorporation, charter or other legal document that was used to create Contractor's organization.

5.10.6.4 **Direct Deposit Requirements**

5.10.6.4.1 In an effort to reduce costs, Contractor shall receive payments through direct deposit and shall adhere to County's direct deposit requirements. Contractor shall complete a direct deposit authorization form and submit it to County's Project Director in the time and manner as prescribed by County.

5.10.6.5 **Past Due Invoice**

5.10.6.5.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Contract, Contractor and County agree that County shall 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 Contractor has submitted, provided that sufficient funds remain available under this Contract.

5.10.6.6 **Method of Compensation Adjustment**

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

5.10.6.6.2 In no event shall County's decision to alter the method of payment affect the Term, Maximum Annual Contract Sum, Work, or any other provision under this Contract unless such change is made pursuant to a validly executed Amendment to this Contract

noting any such change(s).

5.10.7 Contractor's failure to timely submit Contract-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Contractor or other remedies provided by law or this Contract. Such documents shall include, but are not limited to, the following:

5.10.7.1 Exhibit A (Statement of Work); Exhibit D (Contractor's Equal Employment Opportunity Certification); Exhibit F (Contractor's Administration); Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (Inventory Control Form); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Exhibit W1 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services) for each Fiscal Year of the Contract term; Exhibit W2 (Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services) for each Fiscal Year of the Contract term; Exhibit W3 (Budget for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services) for each Fiscal Year of the Contract term; Exhibit X1 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services) for each Fiscal Year of the Contract term; Exhibit X2 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services) for each Fiscal Year of the Contract term; Exhibit X3 (Mandated Program Services for Dietary Administrative Support Services (DASS) Program (SNAP-Ed Services) for each Fiscal Year of the Contract term; Exhibit Y (List of Subcontracts); and Exhibit Z (Cost Allocation Plan);

5.10.7.2 Those documents outlined in Subparagraph 9.22 (Contract Document Deliverables) and Subparagraph 9.23 (Fiscal Reporting Requirements).

5.10.8 **Local Small Business Enterprise (Local SBE) - Prompt Payment Program**

5.10.8.1 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.

5.11 COST OF LIVING ADJUSTMENTS (COLA'S)

5.11.1 If requested by Contractor, the Contract 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 (CPI) for the Los Angeles-Riverside-Orange County area for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County 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 contracts, 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 Contract) from the base upon which a COLA is calculated, unless Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties. At no time shall any increase in the Contract hourly, daily, monthly or Unit Rate amount, or COLA adjustment, ever result in the Contract Sum exceeding the Maximum Annual Contract Sum or Maximum Contract Sum.

5.12 MATCH CONTRIBUTION

5.12.1 Each Fiscal Year, Contractor shall provide a required match contribution to offset the total cost of providing Program Services which are reflected in Exhibit W1 (Budget for Title III C-1 Program Services) and Exhibit W2 (Budget for Title III C-2 Program Services). The match contribution is the non-Federal share of funding provided by Contractor to support the Contract activities and it may take the form of a cash match contribution, an in-kind match contribution and/or both. Therefore, the Maximum Annual Contract Sum reflected in Paragraph 5.0 (Contract Sum) as the amount funded by County provides eighty-five percent (85%) of Contractor's total funding for Program Services and, annually, Contractor shall provide the required match contributions using other resources/contributions.

5.12.2 The match contribution requirements for this Contract are outlined in Exhibit AA (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (Title III C-1 Services) and Exhibit BB (Guidelines for Developing Budget for Dietary Administrative Support Services (DASS) Program (Title III C-2 Services).

5.13 CONTRACTOR INDIRECT COSTS

5.13.1 The maximum amount of indirect costs that is payable under this Contract is ten percent (10%) of the Contract Grant Funds for Title III C-1 Program Services and ten percent (10%) of the Contract Grant Funds for Title III C-2 Program Services. Contractor shall not charge indirect costs exceeding the ten

percent (10%) maximum to this Contract. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match contribution and used to meet the minimum match requirement specified in Subparagraph 5.12 (Match Contribution) above.

5.13.2 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), Exhibit AA (Guidelines for Developing Budget for Title III C-1 Program Services), Exhibit BB (Guidelines for Developing Budget for Title III C-2 Program Services) and CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards).

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 COUNTY ADMINISTRATION

6.1.1 A listing of all County Administration referenced in the following Subparagraphs is provided in Exhibit E (County's Administration). County will notify Contractor in writing of any change in the names or addresses shown.

6.2 COUNTY'S PROJECT DIRECTOR

6.2.1 The role of County's Project Director or his/her designee may include:

6.2.1.1 coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

6.2.1.2 upon request of Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

6.2.1.3 making revisions which do not materially affect the terms and conditions of this Contract in accordance with Subparagraph 9.9 (Modifications); and

6.2.1.4 acting on behalf of County with respect to approval of subcontracts and subcontractor employees working on this Contract.

6.3 COUNTY'S PROJECT MANAGER

6.3.1 The role of County's Project Manager is authorized to include:

6.3.1.1 meeting with Contractor's Project Manager on a regular basis; and

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

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

6.4 COUNTY'S CONTRACT PROJECT MONITOR

6.4.1 The role of County's Contract Project Monitor include:

6.4.1.1 verifying Contractor's compliance with the requirements of this Contract;

6.4.1.2 overseeing and monitoring the delivery of Services; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

6.4.1.3 ensuring that the objectives of this Contract are met.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR ADMINISTRATION

7.1.1 A listing of all of Contractor's Administration referenced in the following Subparagraphs is provided in Exhibit F (Contractor's Administration). Contractor will notify County in writing of any change in the names or addresses shown.

7.2 CONTRACTOR'S PROJECT MANAGER

7.2.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). Contractor shall notify County's Project Director in writing of any change in the name or address of Contractor'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 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Director, County's Project Manager and County's Contract Project Monitor on a regular basis.

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

7.3 APPROVAL OF CONTRACTOR'S STAFF

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

Contractor's Project Manager. Contractor shall provide County's Project Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

7.4.1 Contractor shall provide, at Contractor's expense, all staff providing Services under this Contract with a photo identification badge (hereafter "badge"). The badge shall be developed in accordance with County's specifications. Contractor shall obtain approval for the format and content of the badge from County's Project Manager prior to Contractor creating, issuing, or implementing use of the badge.

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

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

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Each of Contractor's staff performing Services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. This background investigation should be conducted on an annual basis throughout the entire term of this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. For purposes of this Contract, 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 Contractor or other individuals who perform Services on behalf of Contractor pursuant to this Contract. For Work performed under this Contract, sensitive positions include 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.).

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under this Contract. Contractor shall comply with County's request at any time during the term of this Contract. County will not provide to Contractor or to Contractor'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 Contractor'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 Current and prospective employees who are (or will) work under the terms of this Contract shall not be on active probation or parole nor shall they have been on probation or parole within the last three (3) years.

7.5.5 Contractor and its staff, including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Contract Project Monitor. Contractor shall inform its staff, including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Contract of said obligation. Contractor shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

7.5.6 Contractor shall immediately notify County's Contract Project Monitor of any arrest and/or subsequent conviction, other than

for minor traffic offenses, of any Contractor staff, independent contractor, volunteer staff or subcontractor who may come in contact with children, elderly individuals or dependent adults while providing Services under this Contract when such information becomes known to Contractor. Contractor shall 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 Contractor's staff pursuant to this Subparagraph 7.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.6 CONFIDENTIALITY

7.6.1 Contractor shall 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 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.5, Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement) and Exhibit N (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 Contractor's indemnification obligations under this Subparagraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the

confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and also adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

7.6.5.2 Contractor shall protect from unauthorized disclosure the names and other identifying information, concerning Clients receiving Program Services pursuant to this Contract, except for statistical information that does not identify any Client.

7.6.5.3 Contractor shall not use identifying information for any purpose other than carrying out Contractor's obligations under this Contract. Identifying information shall 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 finger print, voice print or a photograph.

7.6.5.4 Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Contract without prior written authorization from County. Contractor shall forward all requests for the release of any data or identifying information received to County's Project Manager. Contractor may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

7.6.5.5 Contractor may allow Client to authorize the release of information to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a blank release, nor shall Contractor 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, Contract Term, Contract Sum, payments, or any other term or condition included under this Contract, an Amendment to this Contract shall be prepared by County and executed by

Contractor and by County's Department Head or his/her designee.

8.1.2 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. 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 Contract shall be prepared by County and executed by Contractor 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 Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to this Contract shall be prepared by County and executed by Contractor and by County's Department Head or his/her designee.

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

8.1.4.1 County may initiate a unilateral Amendment to this Contract at any time when required by Federal, State or County laws or policies, and shall immediately notify Contractor 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 Contract 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 Contractor.

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

County at its sole discretion.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 8.2, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.3.2 Contractor's 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 that Contractor's Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Project Director. Such designee shall have the ability and authority to act as a proxy on behalf of Contractor's Authorized Representative, and this authority must also be evidenced in writing by Contractor's Authorized Representative.

Contractor's Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Contractor's Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

8.5.1 Contractor shall develop, maintain and utilize procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the Contract effective date, Contractor shall provide County's Contract Project Monitor with Contractor's policy for receiving, investigating and responding to Client complaints.

8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

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

8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County's Contract Project Monitor for approval before implementation.

8.5.5 Contractor shall preliminarily investigate all complaints and notify County's Contract Project Monitor 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 shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to County's Contract Project Monitor within five (5) business days of mailing to the complainant.

8.5.8 Contractor shall provide Client an opportunity to anonymously submit a grievance directly to County's Contract Project Monitor. Contractor shall ensure that the contact information of

County's Contract Project Monitor is posted in a publicly accessible area and also provided to Client in writing.

8.5.9 Contractor shall 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 Contractor. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.

8.5.10 At a minimum, Contractor shall 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 Contract, Contractor shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Contractor shall 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 Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Contractor's compliance with applicable laws and regulations includes, but is not limited to, adherence to Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.) and mandatory standards and policies relating to the following: State's energy efficiency regulations (the California Code of Regulations Title 24); the Clean Air Act, as amended (42 USC 7401 et seq.); the Water Pollution Prevention and Control provisions (33 USC 1251); the Clean Water Act/Federal Water Pollution Control Act, as

amended (33 USC 1251 et seq.); the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (48 CFR 3.908; 41 USC 4712); and, Executive Order 11738. County reserves the right to review Contractor'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 Contractor certifies that throughout the entirety of this Contract it shall comply with all Federal and State payroll tax rules and employer tax guides; Contractor shall pay all Federal and State payroll taxes; and, Contractor shall make all tax deposits required by Federal and State laws within the time limits required.

8.6.5 Contractor'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 Contract, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Contract and may result in termination of this Contract or other remedies available herein.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (42 USC 2000e - 2000e-17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's Equal Employment Opportunity Certification). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit D to County's Project Director in the time and manner as designated by County.

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 annual amount of this Contract is $100,000 or more, Contractor shall 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, "contract" includes contracts awarded by County to Contractor with a cumulative amount of $100,000 or more for each Fiscal Year (where the contract funds originate from the State).

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 **Jury Service Program**

8.8.1.1 This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (hereafter "Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy**

8.8.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall 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 deduct 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 $50,000 or more in any 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 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this Contract, the subcontractor shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8, shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall 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 shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Project Director if

Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. 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 award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Contract Project Monitor. Full written disclosure shall 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 shall be a material breach of this Contract.

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

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or 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 Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services 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 shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of 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 shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 **Responsible Contractor**

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

8.12.2 **Los Angeles County Code Chapter 2.202**

8.12.2.1 Contractor is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if County acquires information concerning the performance of Contractor on this 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 Contractor may have with County.

8.12.3 **Non-responsible Contractor**

8.12.3.1 County may debar 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 nonprofit 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 nonprofit 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 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 shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 **Subcontractors of Contractor**

8.12.5.1 These terms shall also apply to subcontractors of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with and/or making sub-awards to 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 subcontractors is currently suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Contract Project Monitor 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 shall 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 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 "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage

its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County of Los Angeles Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report 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 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash

payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor 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 Contract.

8.18 FACSIMILE REPRESENTATIONS

8.18.1 County and Contractor hereby agree to regard facsimile representations of original signatures (i.e., electronic signatures) of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

8.19.1 Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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 Contractor's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to

those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").

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

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 Contractor shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality).

8.23 INDEMNIFICATION

8.23.1 Contractor shall 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 Contract, 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 Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall 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 Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

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 Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Contract.

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

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured

retentions exceeding $50,000.00 dollars, 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 Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Community and Senior Services
Contracts Management Division
Attention: County's Project Director
3175 West Sixth Street
Los Angeles, CA 90020

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

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

8.24.3.1 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall 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 Change(s) in Insurance**

8.24.4.1 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Project Director 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 Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

8.24.5 **Failure to Maintain Insurance**

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

8.24.6 **Insurer Financial Ratings**

8.24.6.1 Coverage shall 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 **Contractor's Insurance Shall Be Primary**

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

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

8.24.9.1 Contractor shall include all subcontractors as

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

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

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

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 shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

8.24.12.1 Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

8.24.14.1 County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall 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 Aggregate:	$1 million
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 $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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 $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 **Crime Coverage**

8.25.4.1 A Fidelity Bond or Crime Insurance policy with limits of not less than $50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of

Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 **Professional Liability, Errors and Omissions**

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

8.25.6 **Property Coverage**

8.25.6.1 Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

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 $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.8 **Privacy and Network Security Coverage**

8.25.8.1 Privacy and Network Security coverage (Cyber Insurance) with limits of at least $5 million providing protection against liability for the following: privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County's Department Head, or his/her designee, Contractor 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 Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor 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 Contract that County's Department Head or his/her designee deems are correctable by Contractor over a certain time span, County's Department Head or his/her designee will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County's Department Head or his/her designee may:

8.26.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly Contract Sum; and/or

8.26.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be determined as follows: when this Contract is funded for one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be 0.25% of the Maximum Contract Sum or as specified in Exhibit A (Statement of Work), Attachment B (Performance Requirements Summary Chart); or, when this Contract is funded for more than one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be 0.25% of the Maximum Annual Contract Sum or as specified in Exhibit A (Statement of Work), Attachment B (Performance Requirements Summary Chart). In either case, Contractor shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Contractor; and/or

8.26.2.3 Upon giving five (5) days' notice to Contractor 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 Contractor from County, as determined by County.

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

8.26.4 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Exhibit A (Statement of Work), Attachment B (Performance Requirements Summary Chart) or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit County's right to terminate this Contract 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 B (Performance Requirements Summary Chart) or assessing actual costs of the damage.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's Equal Employment Opportunity Certification).

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

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

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

8.28.6 Contractor shall allow County representatives access to Contractor's employment records during County's regular 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 shall 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 shall 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 shall, at its sole option, be entitled to the sum of $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 shall be construed as creating any exclusive arrangement with Contractor. This Contract shall 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 Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within 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 Contractor shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of Services as

stated in this Contract. If County's Project Manager or County's Project Director is not able to resolve the dispute, County's Department Head or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Contractor shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: www.irs.gov.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

8.35.1 Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor'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 Contract, become the exclusive property of County. All such documents become a matter of public record and shall

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 shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order 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", Contractor 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 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its Services and related Clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

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

8.37.2 Without the prior written consent of County, Contractor may indicate in its proposals and sales materials that it has been awarded this Contract with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.37.3 Contractor shall not use or display the official seal of County of Los Angeles or the logo of Community and Senior 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 Contractor shall 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 Contract in accordance with Generally Accepted Accounting Principles. Contractor shall 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 Contract. Contractor shall further maintain on file the entirety of this Contract, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Contractor shall ensure that the security and integrity of all records are maintained throughout the entire term of this Contract and during the authorized retention period as outlined below.

8.38.1.2 Contractor shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Contract and no less than three (3) years after the expiration or termination of this Contract unless Contractor receives County's written permission to dispose of any such material prior to such time; until an audit of this Contract 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 Contract, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Contractor in writing).

8.38.1.3 All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall 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, Contractor shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Contractor shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Contractor shall notify County's Project Director in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall be provided to County's Project Director upon County's request.

8.38.2 **Access to Records**

8.38.2.1 Contractor 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), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract any books, documents, papers and records of Contractor that are directly pertinent to this Contract (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Contract shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Contract (or any part thereof) is terminated, Contractor shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Contract. Contractor shall ensure that any resource directories and all Client records remain the property of County upon termination of this Contract, and that they are returned to County or transferred to another contractor 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, Contractor shall maintain all records relative to such action and shall 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 Contractor in writing.

8.38.2.4 County reserves the right to take physical custody of Contractor's records when any of the following situations occur: in the event that a potential litigation may be levied against Contractor for its Work performed under this Contract; when County determines that Contractor is at a high risk of ceasing its operations during any time within the Contract 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 Contractor terminate the contractual relationship. For purposes of this Contract, 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 Contractor shall 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 Contract-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Contractor as well as the criteria for determining the persons to be served (Clients). Contractor shall 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 Contractor's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Contract. Contractor shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's hours of operation. County (or other designated authorities) shall not unreasonably interfere with Contractor's performance. The requirements of this Subparagraph 8.38 shall also apply to subcontractors providing Services on behalf of Contractor.

8.38.3.2 County will monitor Contractor's Services provided under this Contract on a regular basis and County may conduct unannounced site visits to ensure Contractor's compliance with this Contract. County will summarize the results of the monitoring efforts in written reports, which shall 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 Contractor 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 Contractor 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 Contractor shall be responsible for monitoring the activities of its subcontractor(s) providing Services. Contractor shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Contractor shall ensure that subcontractor(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Contractor.

8.38.4 **Independent Audit Requirements**

8.38.4.1 Federal Register, Volume 78, Number 248, Part III,

Office of Management and Budget, (2 CFR 200.500 et seq.) requires that organizations which expend $750,000 or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Contractor's organization meets this requirement (as specified in 2 CFR 200.500 et seq.), Contractor shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in 2 CFR 200.500 et. seq. (and any amendments or supplements thereto). Contractor shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Contract Project Monitor in the time and manner as directed by County. Upon auditor's completion of the single audit, Contractor shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in 2 CFR 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Contractor shall submit a copy of the auditor's report to County's Contract Project Monitor 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 Contractor for any Fiscal Year (or Program Year), Contractor shall 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 Contract Funds, the Program and Services. Contractor shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Contract Project Monitor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. Subject to applicable law, County shall 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 Contract or during the authorized retention period of this Contract as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor 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 Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.38.5 **Failure to Comply With Requirements**

8.38.5.1 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

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, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior consent of County shall be deemed a material breach of this Contract. Contractor shall provide a draft copy of the proposed subcontract to County's Project Director, and shall allow County a minimum of two (2) months (e.g., sixty (60) days) to complete its review process. As such, Contractor shall ensure that it provides the subcontract to County well in advance of its intended date to execute the subcontract (i.e., in order for Contractor to meet its target date for executing the subcontract, Contractor shall factor County's 2-month review process into its timeframe for executing the subcontract).

8.40.2 If Contractor desires to subcontract, Contractor shall complete Exhibit Y (List of Subcontracts) and at County's request shall

promptly provide the following information either on or along with Exhibit Y (List of Subcontracts):

8.40.2.1 Subcontractor's name and contact information; a description of the Work to be performed by the subcontractor; subcontract number; and subcontract amount;

8.40.2.2 A draft copy of the proposed subcontract; and

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

8.40.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

8.40.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Contract. Contractor is responsible for notifying its subcontractors of this County right.

8.40.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a copy of the fully executed subcontract to County's Project Director within five (5) days of its execution.

8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract.

8.40.8 Contractor shall obtain current valid certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County. Such certificates of insurance shall indicate the subcontract number. Before any subcontractor employee performs any Work hereunder, Contractor shall deliver all such certificate of insurance documents to County as follows:

County of Los Angeles
Community and Senior Services
Contracts Management Division
Attention: County's Project Director
3175 West Sixth Street

Los Angeles, CA 90020

8.40.9 Amending a subcontract may be initiated by either Contractor or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Contractor shall comply with County's request. All subcontract amendments are subject to review and must be approved in writing by County before they are executed. Contractor shall provide a draft copy of the proposed amendment to County's Project Director, and shall allow County twenty (20) days to complete its review process. After County's approval of Contractor's amendment, Contractor shall forward a copy of the fully executed amendment to County's Project Director within five (5) days of its execution.

8.40.10 Contractor shall adhere to all applicable Federal, State and/or County requirements for the procurement of a subcontractor(s) and/or vendor services using Contract Funds.

8.40.11 In the event County approves Contractor's request to subcontract any part of the requirements of this Contract, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To this end, Contractor shall include the following provision in the subcontract: This Contract is a subcontract under the terms of a prime contract (identified as Contract Number [@ PO Document Number @]) with County of Los Angeles Community and Senior Services and shall be subject to all of the provisions of such prime Contract. All representations and warranties under this Contract shall inure to the benefit of County of Los Angeles.

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

8.41.1 Failure of 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), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 County may terminate this Contract, 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 shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 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, Contractor shall immediately:

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

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

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor 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 Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as 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 Contract 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. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph 8.43.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.43, the term "subcontractor(s)" means subcontractor(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 Contractor 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 shall 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, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this 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 shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to 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 Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Contractor. Contractor shall 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Contractor; or

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

8.45.2 The rights and remedies of County provided in this Subparagraph 8.45, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

8.46.1 Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall 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 shall constitute a material breach of this 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 Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor 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 Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

8.49.1 No waiver by County of any breach of any provision of this Contract shall 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Contract, Contractor shall complete Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Project Director in the time and manner as designated by County.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

8.53 TIME OFF FOR VOTING

8.53.1 Contractor shall notify and provide its employees, and shall require each subcontractor to notify and provide its employees,

information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Contractor and its subcontractor(s) shall 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 EC Section 14000.

8.54 MINIMUM WAGE REQUIREMENTS

8.54.1 **Minimum Wage**

8.54.1.1 Pursuant to County Code Chapter 8.100 (Minimum Wage), County of Los Angeles has established the Los Angeles County Minimum Wage Ordinance ("Minimum Wage Ordinance"). As an employer (which means any person, as defined in the California Labor Code, General Provisions, Section 18, including such person, association, organization, partnership, business trust, limited liability company, corporation, corporate officer or executive, who directly, indirectly or through an agent or any other person, including through the services of a temporary service or staffing agency or similar entity, employs or exercises control over the wages, hours or working conditions of any employee), Contractor shall pay its employees no less than the hourly rates set forth below:

8.54.1.1.1 Contractor with twenty-six (26) or more employees shall pay employees a wage of no less than the following hourly rates:

8.54.1.1.1.1 On July 1, 2016, the hourly wage shall be $10.50.

8.54.1.1.1.2 On July 1, 2017, the hourly wage shall be $12.00.

8.54.1.1.1.3 On July 1, 2018, the hourly wage shall be $13.25.

8.54.1.1.1.4 On July 1, 2019, the hourly wage shall be $14.25.

8.54.1.1.1.5 On July 1, 2020, the hourly wage shall be $15.00.

8.54.1.1.2 Contractor with twenty-five (25) or fewer employees shall pay employees a wage of no less than the following hourly rates:

8.54.1.1.2.1 On July 1, 2017, the hourly wage shall be $10.50.

8.54.1.1.2.2 On July 1, 2018, the hourly wage shall be $12.00.

8.54.1.1.2.3 On July 1, 2019, the hourly wage shall be $13.25.

8.54.1.1.2.4 On July 1, 2020, the hourly wage shall be $14.25.

8.54.1.1.3 For purposes of this Subparagraph, the number of employees employed by Contractor shall be determined by calculating the average number of employees employed during the previous calendar year.

8.54.1.2 When Contractor provides Program Services in Los Angeles County (including the unincorporated areas and any city), Contractor shall adhere to County's minimum wage requirements.

8.54.2 **Retaliatory Action Prohibited**

8.54.2.1 Contractor shall not discharge, reduce in compensation or otherwise discriminate against any employee for opposing any practice proscribed by this Minimum Wage Ordinance, for participating in proceedings related to this Minimum Wage Ordinance, for seeking to enforce his/her rights provided under this Minimum Wage Ordinance by any lawful means or for otherwise asserting his/her rights under this Minimum Wage Ordinance.

8.54.3 **No Waiver of Rights**

8.54.3.1 Any purported waiver by Contractor of any or all of the provisions of this Minimum Wage Ordinance shall be deemed contrary to public policy, void and unenforceable.

8.54.4 **Conflict with Other Laws, Severability and Savings**

8.54.4.1 Nothing in this Minimum Wage Ordinance shall be interpreted or applied so as to create any power or duty in conflict with any Federal or State law.

8.54.4.2 If any section, subsection, sentence, clause or phrase of this Minimum Wage Ordinance is for any

reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Minimum Wage Ordinance.

8.54.4.3 This Minimum Wage Ordinance provides for payment of a local minimum wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy or standard that provides for payment of higher or supplemental wages or benefits or that extends other protections.

8.54.5 **Coexistence with Other Available Relief**

8.54.5.1 The provisions of this Minimum Wage Ordinance shall not be construed as limiting any employee's right to obtain relief to which he/she may be entitled at law or in equity.

8.54.6 **Exemptions**

8.54.6.1 Contractor shall be exempt from this Minimum Wage Ordinance when Contractor is:

8.54.6.1.1 A person not subject to, or exempt from, the State minimum wage, as provided under California Labor Code Section 1197 and wage orders published by the California Industrial Welfare Commission.

8.54.6.1.2 A public entities (including Federal, State, County and city entities (including school districts).

8.54.6.2 In the event that Contractor is exempt from this Minimum Wage Ordinance, Contractor agrees to make a good faith effort to implement the requirements outlined herein.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 **Fraud Prevention Reporting**

9.1.1.1 Contractor's staff working on this Contract shall 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 Contractor's staff working on this Contract shall comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Contractor's staff working on this Contract shall also report such abuse to the

Los Angeles County 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. Contractor's staff shall 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 Contractor's staff working on this Contract shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and shall 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. Contractor's staff working on this Contract shall report the abuse and shall 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 Contractor or any individual or entity performing Work under this Contract on behalf of Contractor, County reserves the right to withhold either ten percent (10%) of the Maximum Annual Contract Sum (in the event that this Contract is funded for one (1) Fiscal Year or Program Year term then ten percent (10%) will be withheld from the Maximum Contract Sum) or the 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 Contractor. For purposes of this Contract, fraud and abuse shall 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 Contract expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Contract Funds (when the procurement of such assets are authorized in this Contract); violation of conflict of interest requirements; etc.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

9.2.1 Contractor shall 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, Contractor's operations. Contractor shall 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 Contractor to complete Exhibit O (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 Contract, debarment proceedings or both (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit O (Charitable Contributions Certification) to County's Project Director 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 (hereafter "HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, Contractor provides Services to County and Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those Services. County and Contractor therefore agree to the terms of Exhibit N (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 Contractor may use Contract Funds 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). Prior to the commencement of this Contract (and annually thereafter), Contractor shall complete Exhibit T (Inventory Control Form) and submit it to County's Project Director in the time and manner as designated by County. Contractor shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Contract Funds, 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 Contract involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Contractor 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 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying County in writing no less than thirty (30) days prior to said action. Contractor shall notify County's Project Director immediately in writing of any change in Contractor's corporate name.

9.6.2 If, in County's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, County may, at its sole discretion, take any (or all) of the following actions:

9.6.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.6.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.6.2.3 Terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default).

9.7 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.7.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Los Angeles County Code Chapter 2.204.

9.7.2 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 Local Small Business Enterprise.

9.7.3 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 Local Small Business Enterprise.

9.7.4 If Contractor has obtained certification as a Local Small Business Enterprise 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:

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

9.7.4.2 In addition to the amount described in Subparagraph 9.7.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

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

9.7.5 The above penalties shall also apply to Contractor when it has previously obtained proper certification, however, as a result of a change in its status would no longer be eligible for certification, and fails to notify State, Los Angeles County's Internal Services Department and/or other certifying department, of this information prior to responding to a solicitation or accepting this Contract award.

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

9.9 MODIFICATIONS

9.9.1 **Modifications to this Contract**

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

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

9.9.1.1.2 Allows Contractor to fully utilize Contract Funds to fulfill the requirements of this Contract 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 Contractor shall adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, shall not change the terms, goals or requirements of this Contract. Such Modification provides Contractor some flexibility to operate within the terms of this Contract in order to fully utilize Contract Funds and to achieve Contractor's performance goals. Contractor's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Project Director or County's Project Manager, respectively. Contractor shall 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 Contractor and granted by County).

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget 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 shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Contractor's movement of funds among line items shall 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 Contract. A Budget Modification shall not change the Maximum Annual Contract Sum or the Maximum Contract Sum. Contractor shall notify County's Project Director in

writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall replace any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Contractor's Budget Modification number 2 is approved by County, it becomes effective upon the approval date and Contractor's Budget Modification number 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. Contractor shall notify County's Project Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification shall replace any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Contractor's Program Modification number 2 is approved by County, it becomes effective upon the approval date and Contractor's Program Modification number 1 is no longer effective as of that same date).

9.10 NEPOTISM

9.10.1 Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by Contractor. 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 Contractor. 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 shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's Work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's Work under this Contract.

9.11.2 During the term of this Contract and during the authorized retention period of this Contract, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during the term of this Contract and during the authorized retention period of this Contract, 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 Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor 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 Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.11.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Subparagraph 9.11.4 for any of Contractor'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 Contract, County and Contractor agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall 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 shall survive the expiration or termination of this Contract.

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.12.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's

Work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor'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, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall 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 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.13 PROBATION AND SUSPENSION

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

9.13.2 **Probation**

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

9.13.2.2 When County places Contractor on probation, County shall provide Contractor a written notice indicating the reasons for the probation (which shall include a description of the areas of Contractor's non-compliance), the date upon which this probation shall become effective, the date upon which Contractor shall fully remedy all areas of non-compliance and a determination as to whether

or not Contractor may continue to provide Services during the probation.

9.13.2.3 Contractor's ability to obtain future funding may be impacted when Contractor does not remedy its non-compliance during its probation and/or when Contractor 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 shall mean a specified period of time (as determined by County) during which County will withhold payment from Contractor (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Contractor and its subcontractor(s), if any, (i.e., suspension of Work) or a combination thereof. This Contract 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, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Contractor's adherence to such remedy(ies) during the suspension.

9.13.3.2 When County suspends Contractor, County shall provide Contractor a written notice indicating the type of suspension, the reasons for such suspension (which shall include a description of the areas of Contractor's non-compliance), the date upon which this suspension shall become effective, the date upon which Contractor shall fully remedy all areas of non-compliance and a determination as to whether or not Contractor may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice shall include a description of the Service(s) being suspended.

9.13.3.3 At County's sole discretion, when Contractor's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Contractor to another contractor for a period of time that will be determined solely by County. Contractor's ability to obtain future funding may be impacted when Contractor does not remedy its non-compliance during its suspension and/or when Contractor 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, Contractor shall:

9.13.3.4.1 Stop providing Services under this Contract 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 Contractor shall be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Contractor properly completing and timely submitting its invoice(s) for Services completed up until effective date of suspension.

9.13.3.6 Suspension shall continue for the period specified in the written notice of suspension provided to Contractor, unless County provides written notice to resume Services at an earlier date.

9.13.3.7 All other terms and remedies provided in this Contract, including provisions for Termination, shall remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Contractor shall submit a written Corrective Action Plan to County's Contract Project Monitor within ten (10) days of the postmark date indicated on the notice from County. Contractor's Corrective Action Plan shall address all of the deficiencies noted by County.

9.13.5 County shall review Contractor'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 Contract (and/or any of Contractor's other contracts with County) when Contractor submits a Corrective Action Plan that is not acceptable to County.

9.13.6 Contractor shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which County may pursue the remedies for default of Contract, including, but not limited to, reimbursement for all debt collection costs incurred by County.

9.14 TRANSITION OF CONTRACT SERVICES

9.14.1 Completion of Contract

9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by County), Contractor shall allow County or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional costs to County. Contractor shall continue to provide Services timely and accurately

so that the Services are current at the expiration of this Contract.

9.14.2 **Transition Plan**

9.14.2.1 If this Contract (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 Contract), Contractor shall provide a Transition Plan to County. Contractor shall submit said Transition Plan to County's Project Director within the timeframe designated by County in the notice of termination or Contractor shall submit it at least sixty (60) days prior to the expiration of this Contract as noted in Paragraph 4.0 (Term of Contract).

9.14.2.2 County shall review Contractor'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 Contract and/or under any of Contractor's other contracts with County when Contractor submits a Transition Plan that is not acceptable to County. Contractor shall adhere to the Transition Plan which, at a minimum, shall 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 Contractor's method to communicate with other organizations that can assist in locating alternative Services.

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

9.14.3.5 Contractor's method to transfer any confidential medical and Client records to the new contractor 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 Contractor's method to dispose of confidential records in accordance with applicable laws and regulations, and the terms of this Contract.

9.14.3.7 Contractor's plan to assure for the provision of adequate staff to provide continued care through

the remaining term of this Contract.

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 Contract Funds during the entire term of this Contract.

9.14.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

9.14.4 **Implementation of the Transition Plan**

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

9.15 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.15.1 This Contract is subject to the provisions of Los Angeles County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Los Angeles County Code Chapter 2.205.

9.15.2 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 Transitional Job Opportunity vendor.

9.15.3 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 Transitional Job Opportunity vendor.

9.15.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor 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:

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

9.15.4.2 In addition to the amount described in Subparagraph 9.15.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

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

9.15.5 The above penalties shall also apply to Contractor when it has previously obtained proper certification, however, as a result of a change in its status would no longer be eligible for certification, and fails to notify State, Los Angeles County's Internal Services Department and/or other certifying department, of this information prior to responding to a solicitation or accepting this Contract award.

9.16 TRAVEL EXPENSES

9.16.1 Contractor shall obtain prior written approval from County's Project Director for any expenses under this Contract related to travel outside of Los Angeles County.

9.16.2 Contractor shall maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Contract, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), above.

9.16.3 Contractor shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.

9.16.4 Contractor shall not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.

9.16.5 Contractor's non-compliance with the requirements of this Subparagraph will result in these costs being disallowed, payments being withheld or other remedy being applied as County shall determine to be appropriate.

9.17 DRUG-FREE WORKPLACE

9.17.1 Contractor and its subcontractor(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Contractor and its subcontractor(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (41 USC 701 et seq.). Contractor and its subcontractor(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Contractor, its subcontractor or both shall subject Contractor to remedies available under the terms of this Contract. Such remedies shall include suspending Contractor's payments, placing Contractor on probation or

suspension, terminating this Contract or other available remedies which shall be determined by County at its sole discretion.

9.17.2 Contractor shall 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.

9.17.3 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 Contractor and its subcontractor(s) operate a drug-free workplace.

9.17.4 Contractor shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Contractor shall provide written notice to County's Project Director within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Contractor must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

9.18 DATA DESTRUCTION

9.18.1 When Contractor and its subcontractor(s) have maintained, processed, or stored County data and/or information, implied or expressed, Contractor and its subcontractor(s) shall have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the current National Institute of Standards and Technology Special Publication SP 800-88 titled, *Guidelines for Media Sanitization*, which is available on-line at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201. County shall have sole authority to determine when Contractor and any subcontractors shall destroy any such data and/or information as described herein, and Contractor and any subcontractors shall only proceed upon written authorization from County.

9.18.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within Los Angeles County, or external to Los Angeles County's boundaries. County must receive within ten (10) business days, a signed document from Contractor which certifies and validates that the data and information were placed in one (1) or more of the following stored states: unusable, unreadable, and/or indecipherable.

9.18.3 Subcontractor(s) shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standards and

Technology Special Publication SP 800-88 titled, *Guidelines for Media Sanitization.* Subcontractor shall provide County's Project Director with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.19 REMEDIES FOR NON-COMPLIANCE

9.19.1 Contractor agrees to comply with the requirements set forth in the entirety of this Contract 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. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract 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 Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); re-obligation of Contract Funds (for purposes of this Contract, re-obligation is the allocation of de-obligated Contract Funds to another current contractor(s) and/or to a new contractor); debarment; and/or termination of this Contract. County shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.20 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.20.1 This Contract is subject to the provisions of Los Angeles County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Los Angeles County Code Chapter 2.211.

9.20.2 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 Disabled Veteran Business Enterprise.

9.20.3 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 Disabled Veteran Business Enterprise.

9.20.4 If Contractor has obtained County certification as a Disabled Veteran Business Enterprise 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:

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

9.20.4.2 In addition to the amount described in Subparagraph 9.20.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

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

9.20.5 The above penalties shall also apply to Contractor when it has previously obtained proper certification, however, as a result of a change in its status would no longer be eligible for certification, and fails to notify State, Los Angeles County's Internal Services Department and/or other certifying department, of this information prior to responding to a solicitation or accepting this Contract award.

9.21 INTENTIONALLY OMITTED

9.22 INFORMATION TECHNOLOGY SYSTEMS AND DATA SECURITY

9.22.1 **Contract Management System - Contractor's Gateway**

9.22.1.1 County has implemented use of the Contract Management System Contractor's Gateway ("Contractor's Gateway"), an automated system designed to electronically manage this Contract. Contractor shall use the System to perform its administrative contracting functions as directed by County.

9.22.1.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Contractor shall adhere to these policies, which are identified in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use), instruction guides/ tutorials provided by County, training sessions conducted by County, etc. Contractor's noncompliance with these policies may subject Contractor to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Contract, and/or other remedies/actions which County may take at its sole discretion under the terms of this Contract and/or applicable law or regulation.

9.22.2 **Management Information System**

9.22.2.1 **Data Entry**

9.22.2.1.1 County has implemented use of the Management Information System (MIS), a computerized data based system that is used to record and track Service delivery, Program data and

Client information. Contractor shall use the MIS to enter Program, Service delivery and Client data as directed by County.

9.22.2.1.2 Contractor shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Contractor shall track, document and report the actual date when Services are rendered. Contractor shall 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 within ten (10) days of Service delivery. Contractor shall not back-date any data and any attempts to do so may subject Contractor to appropriate remedies as determined by County at County's sole discretion.

9.22.2.1.3 In order to ensure accurate reporting, Contractor shall enter Program, Service delivery and Client data on a regular basis, preferably on the day when Services are provided and no later than ten (10) days of Service delivery.

9.22.2.2 **Data Records**

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

9.22.2.2.2 Contractor shall maintain all records and reports, consistent with Subparagraph 8.38 (Records Retention, Inspection and Audit Settlement), and shall 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).

9.22.2.2.3 All information, records, data elements

and print-outs 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 7.5 (Confidentiality), Section 10850 of the California Welfare and Institutions Code, 45 CFR 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.22.2.3 **Personnel**

9.22.2.3.1 Contractor shall assign an employee to have the primary responsibility for data entry into the MIS. This employee shall be the primary contact person for data issues and problems. This employee shall also be assigned a password to log-in and enter Program, Service delivery and Client data. Contractor shall 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. Contractor shall ensure that its users do not share their user identification and password information.

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

9.22.2.3.3 Contractor shall 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.

9.22.3 **Information Integrity and Security**

9.22.3.1 **Information Assets**

9.22.3.1.1 Contractor shall have in place operational policies, procedures, and practices to protect Information Assets (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. 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)) and County's Board of Supervisors' Policy Manual (Policy Number 5.200 (Contractor Protection of Electronic County Information)).

9.22.3.1.2 Information Assets include (but are not limited to):

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

9.22.3.1.2.2 Personally Identifiable Information (PII) as defined in California Civil Code Section 1798.29(g)

9.22.3.1.2.3 Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act of 1996.

9.22.3.1.2.4 Medical Information as defined in California Civil Code Section 56.05(j)

9.22.3.1.3 Information Assets include those items which are stored in any media form, paper or electronic.

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

9.22.3.2.1 Contractor shall encrypt Information Assets including data stored on workstations, portable computing devices (including, but not limited to, 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).

9.22.3.2.2 Contractor shall use software and/or hardware encryption methods for stored data in accordance with the following standards:

9.22.3.2.2.1 Federal Information Processing Standard Publication (FIPS) 140-2

9.22.3.2.2.2 National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3)

9.22.3.2.2.3 NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization

9.22.3.2.2.4 NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices

9.22.3.2.2.5 At a minimum, Contractor shall use Advanced Encryption Standard (AES) with cipher strength of 256-bit

9.22.3.2.2.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of Information Assets, Contractor shall request written approval from County's Project Manager

9.22.3.2.3 Contractor shall use software and/or hardware encryption methods for transmitted data in accordance with the following standards:

9.22.3.2.3.1 NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations

9.22.3.2.3.2 NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance

9.22.3.2.3.3 At a minimum, Contractor shall use the Transport Layer Security (TLS) 1.2 (or greater) connection protocol with minimum cipher strength of 256-bit.

9.22.3.2.4 In the event that Contractor will have Information Assets on or accessed by mobile devices, Contractor shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Contractor-supplied devices and all applications that may have access to or render Information Assets.

9.22.3.2.5 Contractor shall certify its compliance with the encryption standards noted herein as a condition of executing this Contract. Such certification shall be provided by Contractor in the form and manner as determined by County. Contractor shall maintain compliance with this policy during the term of the Contract and for as long as Contractor maintains or is in possession of Information Assets. In addition to the foregoing certification, Contractor shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement). In the event of Contractor's non-compliance with these requirements, County will require Contractor to develop and execute a corrective action plan. Contractor's

failure to comply with this policy may be subject to suspension or termination of this Contract, denial of access to County information technology resources, and/or other actions as deemed appropriate by County.

9.22.3.3 **Security Incident Reporting**

9.22.3.3.1 A security incident occurs when Information Assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Contractor must report all security incidents to County's Project Manager within two (2) business days of detection.

9.22.3.4 **Notification of Security Breach to Clients/Data Subjects**

9.22.3.4.1 Contractor shall give written notice to any Client/data subject whose personal information could have been breached.

9.22.3.4.2 Contractor shall provide such written notice in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.

9.22.3.4.3 Such written notice may be provided electronically or by substitute notice in accordance with State law, regulation, or policy.

9.22.3.5 **Software Maintenance**

9.22.3.5.1 Contractor shall apply security patches and upgrades and shall keep virus software up-to-date on all systems on which Information Assets are used.

9.22.3.6 **Electronic Backups**

9.22.3.6.1 Contractor shall ensure that all electronic Information Assets are protected by performing regular backup of automated files and databases, and ensure the availability of Information Assets for continued business. Contractor shall ensure that any portable electronic media used for backups is encrypted.

9.22.3.7 Contractor shall ensure that its subcontractor(s) adheres to all of the provisions included in this Subparagraph 9.22.3 (Information Integrity and

Security).

9.23 CONTRACT DOCUMENT DELIVERABLES

9.23.1 Prior to the execution of this Contract and throughout the entire term of this Contract, Contractor shall 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 Contract and annually thereafter (or as otherwise established by County), Contractor shall submit evidence/documentation (Contract Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. These deliverables must be complete (without missing pages) and legible, and shall include:

9.23.1.1 Contract Compliance Documents (as described in Subparagraph 9.23.3)

9.23.1.2 Business Forms (as described in Subparagraph 9.23.4)

9.23.1.3 Reporting Documents (as described in Subparagraph 9.23.5)

9.23.1.4 Other Documents: During the term of this Contract, County or its designee(s) may request from time to time additional documents from Contractor, and Contractor shall adhere to County's request for such documents.

9.23.2 Contractor shall submit copies of all new or renewed licenses, permits, and certificates to County's Project Manager within five (5) business days of the license, permit or certification award or renewal. Contractor shall immediately notify County of any lapses or expirations of these items. Contractor'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.

9.23.3 **Contract Compliance Documents**

9.23.3.1 Contractor shall provide to County's Project Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents:

9.23.3.1.1 **Business License:** When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Contractor shall obtain such license to perform the Services outlined in this Contract. 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). Contractor shall ensure that the license is current throughout the entire term of this Contract. Contractor shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.23.3.1.2 **Certificate of Insurance:** The certificate shall evidence Contractor's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Contractor shall also provide copies of the certificate of insurance as it relates to its subcontractor(s).

9.23.3.1.3 **Fire Department Inspection Report:** For each Service site that Client will visit, Contractor shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Contractor's local fire department and Contractor shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report shall be current within the most recent 12-month period.

9.23.3.1.4 **Public Health Permit:** For every Service site where Contractor provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Contractor shall provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.23.3.1.5 **Health Department Inspection Report:** For each Service site where Contractor provides Services that require an inspection by County of Los Angeles Department of Public Health (such as a central kitchen, Congregate Meal Site, etc.), Contractor shall annually provide a current copy of such inspection report (report shall be current within the most recent 12-month period). In the event that violations are noted on the report, Contractor shall ensure that it complies with all corrective measures as directed by the Department of Public Health. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public Health. Health Department Inspection Report (recent twelve (12) months for each central kitchen and/or congregate meal site).

9.23.4 **Business Forms**

9.23.4.1 Contractor shall provide to County's Project Manager, by the deadline imposed by County, the following Business Forms:

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

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

9.23.4.1.2 **Board of Directors' Resolution:** A resolution which provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative who will act on behalf of Contractor pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements:

9.23.4.1.2.1 If Contractor 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), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors, City Council, etc.) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

9.23.4.1.2.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference to this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept Contract Funds. In the event that there is a change in Contractor's Authorized Representative, Contractor shall 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.

9.23.4.1.3 **Board of Directors Roster:** The roster shall include the individuals who comprise Contractor's Board of Directors. In the event that the roster is updated, Contractor shall provide an updated roster to County within five (5) days of it being approved or finalized.

9.23.4.1.4 **By-Laws:** This document shall reflect the internal rules which govern Contractor'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, Contractor shall provide such amendments to County within five (5) days of them being approved.

9.23.4.1.5 **Complaint Policies and Procedures:** Contractor's policies and procedures for receiving investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

9.23.4.1.6 **Direct Deposit Authorization Form:** Document completed by Contractor for purposes of authorizing payment for Services to be received through direct deposit into Contractor's bank account. County shall provide the form to Contractor upon commencement of Contract.

9.23.4.1.7 **Organization Chart:** The chart shall provide an outline of the hierarchy, relationships and relative ranks of Contractor's organizational parts and positions/jobs as it related to the operations of this Contract. In the event that Contractor revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.

9.23.4.1.8 **Subcontract:** This executed third-party agreement (as defined in Subparagraph 8.40 (Subcontracting) and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment, and addendum.

9.23.4.1.9 **Tax Exempt Status Letter:** Written documentation that is obtained from the Internal Revenue Service, must evidence Contractor's tax exempt status. When Contractor is a non-profit entity, such evidence must reflect Contractor's tax exempt status. In the event Contractor's tax exempt status changes, Contractor shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.

9.23.4.1.10 **Term and Conditions of Use-User Agreement:** Each employee who will access the Contract Management System - Contractor's Gateway shall complete and submit this agreement. Additional information is available in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use).

9.23.5 **Reporting Documents**

9.23.5.1 Contractor shall provide to County's Project Manager, by the deadline imposed by County, the following Reporting Documents:

9.23.5.1.1 **Cost Allocation Plan:** This Plan, included herein as Exhibit Z (Cost Allocation Plan), shall adhere to the requirements outlined in Subparagraph 9.24.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.23.5.1.2 **Closeout Report:** This report shall adhere to the requirements outlined in Subparagraph 9.24.2 (Close-Out Reports).

9.23.5.1.3 **Program Income Statement Report:** This report shall adhere to the requirements outlined in Subparagraph 9.24.3 (Program Income Statement Report).

9.23.5.1.4 **Other Reporting Documents:** From time-to-time, County or its designee(s) may request other documents relating to Contractor's performance, Work, and/or Services. County shall not be unreasonable in its request and Contractor shall adhere to County's request for such documents.

9.24 FISCAL REPORTING REQUIREMENTS

9.24.1 **Cost Allocation Plan for Cost Reimbursement Activities**

9.24.1.1 Contractor acknowledges that as a condition of receiving this Contract, Contractor's organization-wide Cost Allocation Plan ("Plan"), which was submitted in response to the solicitation for this Contract, has been made a part of this Contract and is included herein as Exhibit Z (Cost Allocation Plan).

9.24.1.2 The Plan shall adhere to the requirements outlined in County directives (including but not limited to CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards)),

Exhibit Q (Accounting, Administration and Reporting Requirements), County Fiscal Manual, Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), and General Accepted Accounting Principles (GAAP). At a minimum, the Plan shall include the following information:

9.24.1.2.1 Description of Contractor's organization (i.e., non-profit, for-profit, public/government, etc.).

9.24.1.2.2 Description of Contractor's general accounting policies, including its basis of accounting.

9.24.1.2.3 List of all the funded programs.

9.24.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.

9.24.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.

9.24.1.2.6 Identification of the Contract year term for any information/documentation related to the Plan (i.e., July 1, 2016 - June 30, 2017).

9.24.1.2.7 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.

9.24.1.3 Every cost included in the Plan shall 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.

9.24.1.4 Contractor's Authorized Representative shall sign the Cost Allocation Plan, certifying the accuracy of the Plan and any revisions made thereto.

9.24.1.5 Prior to April 1 of each Contract year, Contractor shall submit written confirmation that its Plan methodology described in Subparagraph 9.24.1.2.6 will remain in effect throughout the following Contract year. In the event that this Plan methodology must be revised for the following Contract year then Contractor shall submit the revised methodology to County's Contract Project Monitor prior to April 1 of the current Contract year. The Plan methodology may only be revised once during any Contract year.

9.24.1.6 In the event that the information provided in the Plan as it relates to Subparagraphs 9.24.1.2.1 - 9.24.1.2.5 must be revised at any time during the Contract term then Contractor shall submit the revisions to County's Contract Project Monitor within thirty (30) days of completing the revisions.

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

9.24.2 **Closeout Reports**

9.24.2.1 Within thirty (30) days before the end of each FY, Contractor shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the FY. County will notify Contractor of the deadline for submission of the Closeout Report.

9.24.2.2 Contractor 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 Contractor has submitted the Closeout Report. Once County has reviewed and accepted Contractor'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 Contractor's Authorized Representative.

9.24.2.3 If this Contract is terminated or cancelled prior to June 30th of any FY, the Closeout Report shall be for that Contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

9.24.3 **Program Income Statement Report**

9.24.3.1 Program Income includes, but is not limited to:

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

9.24.3.1.2 Income from usage or rental fees of real or personal property acquired with Contract Funds.

9.24.3.1.3 Royalties received on patents and copyrights from Contract-supported activities.

9.24.3.1.4 Proceeds from the sale of items created under this Contract.

9.24.3.2 Contractor shall adhere to the Program Income requirements outlined in Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

9.24.3.3 The use of Program Income requires prior written approval from County's Project Manager.

9.24.3.4 Contractor shall prepare an annual Program Income Statement Report ("Report") on Contract revenues versus expenditures, to identify the amount of Program Income. This Report shall be amended by Contractor if adjustments are required due to any new information received after the filing of this Report.

9.24.3.5 This Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.

9.24.4 **Plan for Disposition of Program Income**

9.24.4.1 If Contractor's Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income (Plan). The Plan shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report, as specified in Subparagraph 9.24.3 is due.

9.24.4.2 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Contractor as soon as possible if the Program Income Statement Report is amended.

9.24.4.3 Program Income shall be spent on line items identified by Contractor in the Plan (upon County's approval of the Plan).

9.24.4.4 Final Report on Disposition of Program Income.

9.24.4.5 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income (Final Report) to County in the form and manner

designated by County.

9.24.4.6 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, may extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Contract.

9.24.5 **Intentionally Omitted**

9.25 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM)

9.25.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and 2 CFR Part 25, Contractor shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet (D&B) and should be registered in SAM. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Contractor can obtain a DUNS number at no cost via telephone 1-866-705-5711 or the Internet at http://fedgov.dnb.com/webform.

9.25.2 Contractor shall comply with the following requirements:

9.25.2.1 Contractor shall provide a valid DUNS number to County in the time and manner as designated by County.

9.25.2.2 Contractor must keep its DUNS number and maintain an active SAM registration with current information at all times on the website at: https://www.sam.gov/portal/SAM#1.

9.25.2.3 If County cannot access Contractor's DUNS information related to this Contract on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in Contractor's data entry for its DUNS number, County will notify Contractor and Contractor must immediately update the information as required.

9.25.3 Contractor's failure to adhere to applicable DUNS and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

9.26 UNUSUAL OCCURRENCES AND CRIME

9.26.1 Unusual occurrences such as natural disaster (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, Contractor personnel or visitors to Contractor's facility(ies) shall be reported by Contractor 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 email.

9.26.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractor 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 email. Contractor shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.

9.26.3 Contractor shall maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

IN WITNESS WHEREOF, Contractor has executed this Contract or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Director of Community and Senior Services, on the day and year first above written. The person(s) signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor. Contractor and County acknowledge that this Contract shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Contractor and County.

COUNTY OF LOS ANGELES

By_____ _____
Cynthia D. Banks, Director — Date
County of Los Angeles
Community and Senior Services

CONTRACTOR

_____
Contractor's Legal Name

_____
Contract Number

By_____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

By_____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By _____
Lawrence Green
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS	3
3.0	QUALITY CONTROL	3
4.0	QUALITY ASSURANCE PLAN	4
5.0	DEFINITIONS	5
6.0	RESPONSIBILITIES	5
	COUNTY	
6.1	Personnel	5
6.2	(INTENTIONALLY OMITTED)	5
	CONTRACTOR	
	6.3 Project Manager	5
	6.4 Personnel	8
	6.5 Identification Badges	14
	6.6 Materials and Equipment	15
	6.7 Training	16
	6.8 Contractor's Office	17
	6.9 Multilingual and Multicultural Capabilities of Contractor Staff	18
	6.10 Collaborations	19
7.0	HOURS/DAYS OF WORK	19
8.0	WORK SCHEDULES	20
9.0	UNSCHEDULED WORK	20
10.0	SPECIFIC WORK REQUIREMENTS	21
11.0	GREEN INITIATIVES	63
12.0	PERFORMANCE REQUIREMENTS SUMMARY	63

APPENDIX A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 **The Scope of Work** outlines the services (hereafter "Services") required to operate the Dietary Administrative Support Services Program (hereafter "DASS" or "Program") to Clients as mandated by the Older Americans Act reauthorized (OAA) (42 USC 3001-3058); Code of Federal Regulations (45 CFR 1321.1 – 1321.83); 22 CCR 7000 et seq.; Older Californians Act (OCA); Welfare and Institutions Code (WIC), Section 9000 et seq., current U.S. Department of Agriculture (USDA) Supplemental Nutrition Assistance Program, Education Guidance Nutrition Education and Obesity Prevention Program (SNAP-Ed); California Business and Professions Code, Sections 2585 and 2586, California Department of Aging (CDA) Program Memoranda; Directives and Los Angeles County Community and Senior Services (CSS) Program Memoranda/Directives and Standard Services as budgeted in Appendix C (Mandated Program Services) and/or approved by County. Contractor has established a fixed rate for each Unit of Service (defined Section 10.0 Specific Work Requirements provided by Contractor.

1.1.1 DASS Program provides Services at Area Agency on Aging ("AAA") Elderly Nutrition Program ("ENP") Service Locations and facilities including central kitchens and caterer food production locations.

1.1.2 ENP is funded by Federal, State, and County funds and is intended to maintain or improve the physical and social well-being of mobile and homebound Older Individuals (see Contract, Exhibit P, Definitions). ENP provides meals to eligible individuals in a group setting at strategically located congregate meal sites or through nutritious meals delivered in home environments to eligible individuals who are homebound by reason of illness, disability, or isolation. The ENP, through its Contractors, prepares meals or purchases meals from caterers to serve to Clients.

1.1.2.1 Contractor shall ensure compliance with Title III C of the OAA and Hazard Analysis Critical Control Points (HACCP) (see Contract, Exhibit P, Definitions) requirements which include food service oversight, development of menus, food production and safety, and sanitation practices. These requirements shall be met through In-Service Training to staff, including volunteers; monitoring of Congregate Meal Sites, central kitchens, caterers, and Home-Delivered Meal Routes; and providing technical assistance as needed.

1.2 **Goals of the Program** are to provide centralized dietary services including food service oversight at food production locations, menu development, staff training, technical assistance for Area Agency on Aging ("AAA") Elderly Nutrition Program ("ENP") service providers, and nutrition education.

1.3 **DASS includes:**

1.3.1 Participating in the development and review of the AAA nutrition services policies, procedures, and standards .and Area Plan development related to nutrition services.

1.3.2 Centralized dietary services including food service oversight and monitoring at food production locations, facilities, caterers, and Home-Delivered Meal Routes.

1.3.3 Menu development and review.

1.3.4 In-Service Training for ENP Contractors.

1.3.5 Nutrition education for ENP Congregate Meal and Home Delivered Meal Clients designed to improve Client health and promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.

1.3.6 Nutrition counseling, on a one-to-one basis to Clients who are at moderate or high nutritional risk and are currently receiving Services in a County of Los Angeles AAA ENP or other County AAA funded program.

1.3.7 Supplemental Nutrition Assistance Program-Nutrition Education Obesity Prevention (SNAP-Ed).

1.3.7.1 SNAP-Ed is a program that is federally funded with a grant from the USDA. CDA, with support of the California Department of Social Services (CDSS), (see Contract, Exhibit P Definitions) has collaborated to expand SNAP-Ed Services to California's Older Individuals. The SNAP-Ed grant is to provide nutrition education and obesity prevention interventions to low income Older Individuals at eligible ENP Contractor OAA Title III-C-1 Congregate Nutrition Program sites.

1.3.7.2 The purpose of SNAP-Ed is to increase the knowledge and behaviors of low-income Older Individuals to make healthy food choices within their limited budget using evidence-based nutrition education and physical activity

interventions to encourage more active lifestyles consistent with the current Dietary Guidelines for Americans (see Contract, Exhibit P Definitions) and USDA food guidance, as referenced in Subsection 1.1 of this Exhibit.

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

2.1 Services must be provided throughout the entire geographical boundaries of Los Angeles County (excluding the City of Los Angeles).

2.2 Prior to modifying or terminating a site, or revising hours of Service at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent from County, and shall comply with Contract), Subparagraph 8.1 (Amendments) as applicable.

2.3 Contractor shall inform County in writing and receive written County approval at least 60 days prior to relocation of Contractor's office or site location(s).

2.4 Contractor shall include the identity of each designated community focal point as specified in OAA Section 102 (a)(21), 42 USC 3026(a)(3)(A)), Contractor shall utilize Contract, Exhibit F (Contractor's Administration) to identify or update the designated focal point site locations, as needed.

3.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Contract. The Quality Control Plan shall be submitted to County Contract Project Monitor 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 Method of monitoring to ensure that Contract requirements are being met;

3.2 Documentation of activities that take place, before, during, and after program implementation; Program output measures, outcome measures (see Contract Exhibit P – Definitions), and data collection process to measure program effectiveness; and 3.2 A record of all inspections conducted by Contractor, 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.

4.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Contract, Sub-paragraph 8.15 – (County's Quality Assurance Plan).

4.1 **Meetings**

Contractor is mandated to attend all meetings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.1.1 Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Contractor's failure to attend either face-to-face or WebEx meetings pursuant to Contract, Attachment 2 – (Performance Requirements Summary (PRS) Chart).

4.1.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County. Contractor may also choose to attend meetings outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

4.2 **Contract Discrepancy Report (SOW Attachment 1 of Appendix B)**

Verbal notification of a Contract discrepancy will be made to Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Contractor.

4.3 **The County Contract Project Monitor will determine whether a formal** Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Contract Project Monitor within five (5) work days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) work days.

4.4 **County Observations**

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

5.0 DEFINITIONS

For a listing of Definitions for this Program, refer to Contract, Exhibit P-Definitions.

6.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract according to Contract, Paragraph 6.0 – (Administration of Contract – County). Specific duties will include:

6.1.1 Monitoring Contractor's performance in the daily operation of the Contract.

6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with Contract, Sub-paragraph 8.1 (Amendments).

6.2 INTENTIONALLY OMITTED

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hours per day basis.

6.3.2 Contractor 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, Contractor 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.

6.3.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.

6.3.4 Project Manager will plan, organize, and direct all administrative and Program activities related to the Contract. Project Manager

will define lines of authority and will develop the roles and parameters of responsibility for Program staff consistent with established County requirements.

6.3.5 Project Manager will serve as the coordinator/liaison for all AAA DASS Services, ensuring that any communications related to the Program are conveyed to the appropriate personnel. The Project Manager or their alternate shall oversee all the daily activities.

6.3.5.1 Minimum Education, Experience and Qualifications: Project Manager must possess and demonstrate all of the following:

6.3.5.1.1 Bachelor's Degree in Dietetics or a related discipline from a college or university accredited by the Western Association of Schools and Colleges (see Contract Exhibit P – Definitions) or other regional accreditation agency.

6.3.5.1.2 Satisfactory completion of an examination and current registration with the Commission on Dietetic Registration (CDR) as described in Contract, Exhibit P- Definitions, the credentialing agency of the Academy of Nutrition and Dietetics (A.N.D.), (see Contract, Exhibit P- Definitions), (formerly the American Dietetic Association, (A.D.A.) (see Contract, Exhibit P- Definitions).

6.3.5.1.3 Current ServSafe Certification (available from the National Restaurant Association) as described in Contract, Exhibit P- Definitions.

6.3.5.1.4 Current Hazard Analysis Critical Control Points (HACCP) Certification in compliance with the most current regulatory requirements of the Food and Drug Administration (FDA), the United States Department of Agriculture (USDA), and the National Sanitation Foundation (NSF), as described in Contract, Exhibit P-Definitions.

6.3.5.1.5 A minimum of eight (8) years of experience in food service production, management, and HACCP systems.

6.3.5.1.6 Current Certified Professional Food Safety (CP-FS) certificate as described in Contract, Exhibit P - Definitions.

6.3.5.1.7 Demonstrate problem-solving skills and experience.

6.3.5.1.8 Ability to explain administrative and goals, policies, and procedures, and assist staff in adjusting to changes that occur.

6.3.5.1.9 Ability to plan, organize, implement, and evaluate evidence-based nutrition education and obesity prevention interventions as required by the Food and Nutrition Service (FNS) and the Interim Rule (refer to FNS website at https://snaped.fns.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates) producing nutrition health-related outcomes such as reduced nutrition risk as measured by SNAP-Ed policies and guidelines.

6.3.5.1.10 Ability to encourage the development of professional growth and skills through access to training and current literature to all DASS Contractor staff

6.3.5.1.11 Ability to monitor and evaluate the performance of Services based on established criteria.

6.3.5.1.12 Ability to evaluate the performance of Contractor staff based on established criteria.

6.3.5.1.13 Project Manager shall be able to effectively speak, read, and write fluently in English.

6.3.5.1.14 Current membership in the A.N.D. is desirable.

6.4 Personnel

6.4.1 Contractor shall assign a sufficient number of qualified employees with the appropriate education, licensure, and experience noted below to perform the required Work. These employees must be capable of establishing effective communication with Clients as well as other AAA network providers. The total number of employees shall be based on the method and level of Services provided and the size of the service area served by Contractor.

6.4.2 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of County necessary for Contractor to provide Services hereunder. Such personnel shall meet all qualifications in the Contract, as well as those provided by County through Contract Amendments, Administrative Directives, and Program Policy Memorandums.

6.4.3 Contractor shall always have a staff member that speaks and understands English and has the authority to act on behalf of Contractor in every detail available during work hours.

6.4.4 Contractor shall conduct a background check on their employees as set forth in Contract, Sub-paragraph 7.4 – (Background and Security Investigations). Contractor shall also conduct a background check on any volunteer that has direct Client contact and has access to the Client's personal information and/or case file.

6.4.5 Contractor shall notify County of any significant personnel change and shall fill vacancies for critical positions within 30 (thirty) days. Contractor shall give preference to hiring Older Individuals subject to the qualifications of the position.

6.4.6 Student Interns, should any be used, shall be solely the responsibility of Contractor and shall report to the Project Manager or another employee of Contractor as designated by the Project Manager

6.4.7 Contractor shall conduct a background check on any Student Intern that has direct Client contact and has access to the Client's personal information and/or case file.

6.4.8 Lead Registered Dietician (RD) for County AAA ENP: Contractor shall employ one (1) Lead RD to provide oversight of County AAA ENP Services (These responsibilities may also be provided by Project Manager).

6.4.8.1. Minimum Education, Experience and Qualifications: The Lead RD must demonstrate evidence of all the following as specified in the California Business and Professions Code, Section 2585:

6.4.8.1.1 Eighteen (18) years of age or older.

6.4.8.1.2 Bachelor's Degree or higher in Dietetics or a related discipline from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency.

6.4.8.1.3 Satisfactory completion of a program of supervised practice for a minimum of 900 hours that is designed to prepare entry level practitioners through instruction and assignments in a clinical setting. Supervisors of the Program shall meet minimum qualifications established by public or private agencies or institutions recognized by the State Department of Health Services.

6.4.8.1.4 Satisfactory completion of an examination administered by CDR or a public or private agency or institution recognized by the State Department of Public Health as qualified to administer the examinations.

6.4.8.1.5 Satisfactory completion of continuing education requirements established by CDR or a public or private agency or institution recognized by the State Department of Public Health to establish the requirements.

6.4.8.1.6 Current registration with the Commission on Dietetic Registration (CDR).

6.4.8.1.7 A minimum of four (4) years professional experience in dietetics food service management.

6.4.8.1.8 Current membership in the A.N.D. is desirable.

6.4.9 Registered Dietician (RD): Contractor must employ a minimum of five (5) RDs; one (1) RD shall be assigned to serve each Supervisorial District, for a total of five (5) RDs:

6.4.9.1 Minimum Education, Experience and Qualifications: The RD must demonstrate evidence of all the following as specified in the California Business and Professions Code, Section 2585.

6.4.9.1.1 Eighteen (18) years of age or older.

6.4.8.1.2 A Bachelor's Degree or higher in Dietetics or a related discipline from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency.

6.4.9.1.3 Satisfactory completion of a program of supervised practice for a minimum of 900 hours that is designed to prepare entry level practitioners through instruction and assignments in a clinical setting. Supervisors of the Program shall meet minimum qualifications established by public or private agencies or institutions recognized by the State Department of Health Services.

6.4.9.1.4 Satisfactory completion of an examination administered by CDR or a public or private agency or institution recognized by the State Department of Public Health as qualified to administer the examinations.

6.4.9.1.5 Satisfactory completion of continuing education requirements established by CDR or a public or private agency or institution recognized by the State Department of Public Health to establish the requirements.

6.4.9.1.6 Current registration with the Commission on Dietetic Registration (CDR).

6.4.9.1.7 Two (2) years professional experience in dietetics food service management.

6.4.9.1.8 Current membership in the A.N.D. is desirable.

6.4.10 Dietetic Technician, Registered: Contractor may employ a Dietetic Technician (DTR).

6.4.10.1 Responsibilities: Under the direction of the Project Manager, the Dietetic Technician may assist with Nutrition Education, Home-Delivered Meal Program Route evaluation, and food service activities outlined in the Exhibit, as appropriate.

6.4.10.2 Minimum Education, Experience and Qualifications: The DTR must demonstrate evidence of all the following as specified in the California Business and Professions Code, Section 2585:

6.4.10.2.1 Eighteen (18) years of age or older.

6.4.10.2.2 Satisfactory completion of either of the following:

6.4.10.2.2.1 Appropriate academic requirements for dietetic technicians, and an Associate's Degree or higher from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency, and at least 450 hours of supervised practice experience. Supervisors of practice experiences shall meet the minimum qualifications established by public or private agencies or institutions recognized by the State Department of Public Health to establish the qualifications; or

6.4.10.2.2.2 A Bachelor's Degree or higher in Dietetics or a related discipline from a

college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency.

6.4.10.2.3 Satisfactory completion of an examination administered by CDR or a public or private agency or institution recognized by the State Department of Public Health to administer the examination.

6.4.10.2.4 Satisfactory completion of continuing education requirements established by CDR or a public or private agency or institution recognized by the State Department of Public Health to establish the requirements.

6.4.10.2.5 Current registration with the Commission on Dietetic Registration (CDR).

6.4.10.2.6 Current membership in the A.N.D. is desirable.

6.4.11 Other Staff**:** Contractor shall also have a sufficient number of qualified and Program-relevant staff with the appropriate education and experience to carry out the requirements of the DASS Program.

6.4.11.1 All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Staff other than the RD, including interns, shall not perform any of the responsibilities of the RDs unless first approved by County in writing.

6.4.11.2 Dietetic Graduate: Contractor may employ a Dietetic Graduate.

6.4.11.2.1 Responsibilities: Under the direction of the RD, the Dietetic Graduate may assist with Home Delivered Route Monitoring, and other Services outlined in this Exhibit.

6.4.11.2.2 Minimum Education, Experience and Qualifications: The Dietetic Graduate must demonstrate evidence of the following:

6.4.11.2.2.1 Eighteen (18) years of age or older.

6.4.11.2.2.2 A Bachelor's Degree or higher from a college or university accredited by the Western Association of Schools and Colleges, or other regional accreditation agency.

6.4.11.3 Dietetic Student/Intern: Contractor may employ Dietetic Students or Dietetic Interns.

6.4.11.3.1 Responsibilities: Under the direction of the RD, Dietetic Students/Interns may provide or assist in Services outlined in this Exhibit.

6.4.11.3.2 Minimum Education, Experience and Qualifications: The Dietetic Student/Intern must show evidence of the following:

6.4.11.3.2.1 Eighteen (18) years of age or older.

6.4.11.3.2.2 Enrolled in an A.N.D approved Dietetic Technician Program.

6.4.11.4 Volunteers

6.4.11.4.1 Contractor shall recruit, train, and use Volunteers in any phase of Program operations provided that Contractor ensures Volunteers are appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

6.4.11.4.2 Volunteers shall be the sole responsibility of Contractor and shall report to the Project Manager or to another employee of Contractor as designated by the Project Manager (if applicable).

6.4.11.4.3 If possible, Contractor 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) (see Contract, Exhibit P - Definitions) in a community service setting.

6.4.11.4.4 Contractor shall conduct a background check on any volunteer that has direct Client contact.

6.5 Identification Badges

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in Contract Sub-paragraph 7.3 (Contractor's Staff Identification).

6.6 Materials and Equipment

6.6.1 The purchase of all materials/equipment to provide the needed Services is the responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

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

6.6.3 Contractor must obtain County approval in writing prior to the purchase of any equipment or vehicles purchased with County funds.6.6.4 All non-capital asset equipment shall be assigned to a manager or supervisor at the location of the equipment.

6.6.5 Equipment or vehicles purchased with County funds must be tagged and recorded:

6.6.5.1 Description

6.6.5.2 Serial Number

6.6.5.3 Manufacturer

6.6.5.4 Tile Holder

6.6.5.5 Fund Source

6.6.5.6 Acquisition date and unit cost

6.6.6 Contractor must obtain County approval prior to the disposal of any equipment or vehicles purchased with County funds.

6.6.7 Contractor shall contact the County regarding the appropriate procedure to follow before disposing of equipment or vehicles purchased with County funds.

6.7 Training

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

6.7.2 All staff shall be trained in their assigned tasks and in the safe handling of equipment.

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

6.7.4 Contractor 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. Contractor shall make training records available for inspection by County or State representatives upon request.

6.7.5 Contractor's Project Manager shall ensure that all appropriate Contractor staff attend all training sessions as required by County, held at a County facility or at another site, or online as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also choose to attend educational training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Client Services, as well as other trainings designated by County.

6.7.6 Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These trainings may be called by County and held at a County facility at another site, or online as determined by County.

6.7.7 Contractor shall attend all mandated trainings, called by County, or authorized designee. Mandated trainings may be held at a County facility, at another site, or online. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County.

Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Contract, and may result in further action pursuant to Contract, Paragraph 9.13 (Probation and Suspension), and any other applicable remedies.

6.7.7.1 Contractor shall complete a sign-in sheet for face-to-face trainings. A roll call will be taken for trainings attended via WebEx.

6.7.8 Security Awareness Training: Contractor shall ensure that Contractor employees and volunteers who handle personal, sensitive or confidential information relating to the Program complete the Security Awareness Training module annually. The training module is located at www.aging.ca.gov within 30 days of the start date of this Contract or within 30 days of the start date of any new employees or volunteer performance under this Contract.

6.7.8.1 Contractor shall maintain certificates of completion of Security Awareness Training on file and provide them upon request by County or State representatives.

6.8 Contractor's Office

6.8.1 Contractor shall maintain a physical office in Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be open for a minimum eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be staffed by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed during non-business hours, an answering service shall be provided to receive calls. **Contractor shall answer calls received by the answering service within forty-eight (48) hours of receipt of the call.** Contractor shall always have a staff member with the authority to act on behalf of Contractor available during work hours.

6.8.2 Contractor shall publicly display at all Contractor office location/sites the days and hours of operation for the provision of contracted Services.

Contractor shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).

6.8.3 Contractor 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. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.

6.8.4 Contractor 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. Contractor shall ensure that the services of a Certified (Licensed) pest control company are obtained to fumigate the premises and perform pest control services on a monthly basis. A Licensed Pest Control Operator is the only person that can use products/or chemicals in the facility that are deemed acceptable for a commercial kitchen/foodservice facility. Unlicensed pest control staff cannot use any type of pesticides, traps, bait or other unauthorized methods in the facility for pest control.

6.8.5 Contractor shall observe all applicable local, State, and Federal health and safety standards. Contractor shall ensure that all Program Clients and Contractor 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 Contractor Staff

6.9.1 Contractor shall attempt to 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. Contractor shall make efforts to employ staff and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor shall not require any Client to provide his/her own interpreter.

6.9.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.

6.9.3 In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor 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.

6.10 **Collaborations**

6.10.1 Contractor must form collaborations with County and City of Los Angeles, other AAAs contractors providing Services funded through the OAA, contractors and other community organizations in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Contractor 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, Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

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

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

7.0 HOURS/DAYS OF WORK

7.1 Contractor's staff shall be available to all Clients, potential Clients, referral sources, as well as County on a minimum five (5) days per -week basis (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 Appendix B (Statement of Work Exhibits), Attachment 5 (County Recognized Holidays). Contractor's sites shall only be closed on County recognized holidays.

7.2 Contractor is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of service for any non-County recognized holidays (i.e., vacations, city shut-downs 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. Action plan must be approved by County prior to implementation.

7.3 Contractor's staff shall provide personal telephone contact with Clients, potential Clients, and County during Contractor's hours of operation. Contractor shall also ensure that each office location has a telephone answering machine or voice mail system in place during off-business hours. Contractor's staff shall check and respond to all messages in a timely manner **but not to exceed forty-eight (48) hours within receipt of the call.**

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within fourteen (14) 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 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project 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.

9.0 UNSCHEDULED WORK

9.1 County Project Manager or his designee may authorize Contractor 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 God, 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 Contractor provide Services beyond regular hours of operation.

9.2 Prior to performing any unscheduled work, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Contractor's estimate, County Project Director or his designee must approve the excess cost. 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, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor 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. Contractor 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 Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

10.1 Client Eligibility Criteria

10.1.1 The U.S. Department of Health and Human Services (HHS) Administration on Aging (AoA) determines the criteria for Clients to be eligible to receive DASS Services. The criteria are based on the current guidelines of the Older Americans Act of 1965, as reauthorized in October 2006. These guidelines may be enhanced based on Federal, State, and County regulations and policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, Contractor shall only provide DASS Program Services to eligible Clients as defined below:

10.1.1.1 AAA funded ENP Contractors and their caterers, (hereafter, “Contractor”).

10.1.1.2 An Older Individual (age sixty (60) or older) enrolled in the ENP, (hereafter “Client”).

10.2 Specific Tasks:

10.2.1.1 Current ENP Contractors shall work with the DASS Program Contractor as indicated, for Services below:

10.2.2 **Title III C1/C2 ENP Annual Review:** Contractor shall provide a Lead RD, under the direction of the Project Manager, to provide monitoring oversight of County AAA ENP Services which includes the following tasks:

10.2.2.1 Contractor shall conduct an annual on-site monitoring of ENP Service Contractors. This shall include evaluating customer service and ensuring the ENP Contractor is in compliance with Program requirements such as the HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operating Procedures Manual and the requirements of the California Retail Food Code. At a minimum, annual monitoring shall include verification that:

10.2.2.1.1 Meals comply with the nutrition requirements of menus (22 CCR 7638.5

10.2.2.1.2 Food safety standards are in accordance with the California Retail Food Code (CFRC).

10.2.2.1.3 Contractor shall conduct an evaluation of all aspects of ENP Program once per year utilizing the Los Angeles County AAA Annual Nutrition Assessment in Appendix B (Statement of Work Exhibits), Attachment 9) to ensure compliance with ENP requirements.

10.2.2.2 Contractor shall participate in the development of OAA ENP Services, policies, procedures, and standards (22 CCR 7634.3(a)).

10.2.2.1 The Unit of Measurement and Unit Rate for this Service are listed in the chart in Section 10.3 Summary of Units of Service.

10.2.3 **Title III C1/C2 Area Plan Review:** Contractor shall provide a Lead RD to assist in the development of the AAA Area Plan related to nutrition services, which include the following tasks:

10.2.3.1 Contractor shall participate in developing the Area Plan as related to nutrition services (22 CCR 7300 – 7320).

10.2.3.2 Contractor shall provide input on future AAA ENP Statements of Work concerning nutrition services (22 CCR7352 – 7364).

10.2.3.3 Contractor shall develop yearly written ENP training curriculum and ensure that the curriculum content for training ENP Contractor staff has been reviewed and approved prior to presentation (22 CCR 7636.5(c)).

10.2.3.4 Contractor shall conduct an annual review of ENP Contractors' training documentation including: agendas, topics, training materials, training

evaluations, and attendance records/sign-in sheets with the name and signature of attendees.

10.2.3.5 Contractor shall provide input for Client nutrition education curriculum and ensure that all nutrition education services for ENP Clients has been reviewed and approved prior to presentation (22 CCR 7638.11(b)).

10.2.3.6 Contractor shall ensure that nutrition screening scores are accurately collected from all ENP Clients (22 CCR 7636.1(b)(7)).

10.2.3.7 Contractor shall provide recipe and menu development and conduct menu nutrient analysis.

10.2.3.8 Contractor shall conduct product research to locate best equipment, supplies or food products for food service operations.

10.2.3.9 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.4 **Nutrition Education**: Nutrition Education is designed to improve Client health and to promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.

10.2.4.1 A yearly written Nutrition Education plan shall be developed, implemented, monitored, and kept on file by Contractor. Nutrition Education shall be developed and planned by the Contractor and its Lead Registered Dietitian (RD) for County AAA ENP at the beginning of each fiscal year, with input from ENP Contract Program Managers, Quality Assurance Committee members (see Contract, Exhibit P- Definitions), and Clients. Nutrition Education plan must be approved by Lead RD for County AAA ENP and County prior to implementation.

10.2.4.2 Nutrition Education Services shall be current, relevant, and based on the particular needs of Clients as determined by annual Clients' needs assessments and evaluation surveys.

10.2.5 **Congregate Meals Program (Title III C-1) Nutrition Education Group Sessions**: Contractor shall provide Nutrition Education Group Sessions to a group of three (3) or more Clients, for a maximum of one (1) hour per group session. This includes group sessions at ENP Congregate Meal Sites that incorporate instructional information/materials such as audio-visual presentations, lectures, newsletters, posters, displays, etc.

10.2.5.1 Nutrition Education Group Sessions shall be culturally sensitive as stated in Contract, Exhibit P - Definitions, and presented in languages appropriate for the audience.

10.2.5.2 Nutrition Education Group Sessions shall address issues such as nutritional diets, meal planning, weight loss, portion control, goal setting, obesity prevention, dietary problems, and dietary best practices, etc.

10.2.5.2.1 Contractor shall conduct Nutrition Education Group Sessions a minimum of six (6) to a maximum of eight (8) times per fiscal year at each ENP Congregate Meal Site serving meals five (5) to seven (7) days per week.

10.2.5.2.2 Contractor shall conduct Nutrition Education Group Sessions a minimum of four (4) times per fiscal year at each ENP congregate meal site that serves meals less than five (5) days per week.

10.2.5.2.3 Contractor shall maintain documentation on all Nutrition Education Group Sessions identifying location/ Congregate Meal Site, and time of session, along with sign-in sheets, and the total number of attendees at each site. Contractor shall keep this documentation on file at Contractor's office and it shall be available for review by County during on-site monitoring.

10.2.5.2.4 Contractor shall report, as part of the Monthly Summary Report (see

Contract, Exhibit P- Definitions), a detail of the number of hours and number of attendees for each individual Congregate Meal Site Nutrition Education Group Session, supported by attendance records. Contractor shall submit the Monthly Summary Report to County and the information shall also be entered into the MIS by Contractor.

10.2.5.2.4.1 Contractor shall enter into the MIS 1 Session per Client.

10.2.5.2.5 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.6 **Home-Delivered Meal Program (Title III C-2) Nutrition Education:** Contractor shall provide printed Nutrition Education materials (i.e., flyers, newsletters, or brochures) to Home-Delivered Meal Program Clients that have been approved by the Lead Registered RD for AAA ENP.

10.2.6.1 Nutrition Education materials shall be translated into appropriate languages and presented in a culturally sensitive manner to meet the needs of the Client.

10.2.6.2 Contractor shall provide Nutrition Education materials to ENP Contractors for distribution to each Home-Delivered Meal Client on a quarterly basis or a minimum of four (4) times throughout the fiscal year. Contractor shall contact each ENP Contractor to determine the number of Nutrition Education materials to be distributed.

10.2.6.3 Each quarter (every three (3) months), Contractor shall provide samples of Nutrition Education materials in various languages to County.

10.2.6.4 Contractor shall document the number of Nutrition Education materials provided to Clients and enter the total documented number of Nutrition Education handouts given to Clients into the MIS quarterly.

10.2.6.5 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.7 **Title III C1/C2 Nutrition Counseling:** Nutrition Counseling is to provide individualized advice and guidance to Clients who are at nutritional risk because of their health or nutritional history, dietary intake, medication(s) use, or chronic illness. Counseling shall include a discussion with the Client about options and methods for improving their nutritional status, and shall be performed by an RD as defined and in accordance with Sections 2585 and 2586 of the California Business and Professions Code.

10.2.7.1 Eligibility Criteria

An Older Individual diagnosed with Diabetes and/or who received a Nutritional Risk Score (NRS) (see Contract, Exhibit P -Definitions), and is referred to the Program for Nutrition Counseling Services by a currently funded AAA Contractor, (hereafter "Client").

10.2.7.2 Contractor must incorporate a triage service delivery system that will identify and serve Clients at highest risk for malnutrition and nutrition-related health problems. Contractor will use the screening tools and guidelines of the Nutrition Screening Index (NSI) (see Contract, Exhibit P-Definitions), developed Jointly by the American Academy of Family Physicians, the Academy of Nutrition and Dietetics (A.N.D.) (formerly the American Dietetic Association (ADA), and the National Council on Aging, Inc., for countywide nutrition screening, counseling, and multidisciplinary intervention Services. The NSI can be found on the American Academy of Family Physicians' website located at www.aafp.org., "The Geriatric Assessment," Am, Fam. Physician – 2011 January 1;83(1):48-56.

10.2.7.3 Contractor must document all Nutrition Counseling Sessions in the Client's case file, and note recommendations made to the Client by Contractor's RD.

10.2.7.4 Contractor shall retain all information regarding the Nutrition Counseling Sessions in the Client's case

file and report information monthly to County and input information into MIS. Nutrition Counseling consists of the following required tasks as listed below.

10.2.7.4.1 Nutrition Risk Assessment: Contractor's RD shall collect information about a Client to determine the Client's nutritional essentials (social, environmental, physical, and/or mental) and evaluate the Client's overall needs. Contractor's RD shall also formulate a list of nutrition goals, recommended Services (does not include services covered by Medicare, Medi-Cal, or other health insurance), and the expected outcome of the Services provided to the Client. A Nutritional Assessment shall include:

10.2.7.4.1.1 A complete review of the Client's Universal Intake Form (UIF-1) (see Appendix B, Statement of Work Exhibits, Attachment 6, (Universal Intake Form) which includes the NSI "Determine Your Health Checklist" that is used to screen Clients for nutritional risk. The UIF-1 may be provided by a currently funded AAA Contractor or Contractor shall ensure the completion of a new UIF-1 form by Contractor's RD. The UIF-1 shall be retained in the Client's file.

10.2.7.4.1.2 The NSI checklist may be used to determine if

the potential Client is at a nutritional risk and may need the appropriate provision of healthcare related interventions.

10.2.7.4.1.3 Contractor's RD shall conduct a review of the Clients complete medical diagnosis/ history and clinical measures such as height, weight, blood pressure, blood glucose, diet, and medication intake.

10.2.7.4.2 Nutrition Intervention: Contractor's RD shall provide one-to-one counseling to Clients on how to reduce their nutritional risk and shall refer Clients to appropriate resources. Contractor's RD shall provide Clients with Nutrition Intervention follow-up services either in person or by telephone.

10.2.7.4.3 Nutrition Reassessment: Nutrition Reassessment is a formalized method of documenting and analyzing changes to the Client since the previous Nutrition Assessment and assures that Services provided by Contractor are reducing the Client's nutritional risk. A Nutrition Reassessment shall include but is not limited to: completion of the NSI checklist and a review of medical diagnosis and clinical measures such as height, weight, blood pressure, blood glucose, diet, and medication intake.

10.2.7.4.4 Contractor's RD shall conduct a Nutrition Reassessment every six (6)

months from the date of the last Nutrition Assessment.

10.2.7.4.5 An additional Reassessment (see Contract, Exhibit P Definitions) may also be conducted during the year at any time the Client's situation changes or a significant event occurs that warrants a Reassessment.

10.2.7.4.6 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.8 Title III C1 Congregate Meal Site Monitoring: Contractor shall monitor all ENP Congregate Meal Sites, and conduct evaluations of all aspects of the Congregate Meal Sites. This shall include evaluating customer service and ensuring the ENP Contractor is in compliance with the HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operating Procedures Manual and the requirements of the California Retail Food Code.

10.2.8.1 Monitoring will be conducted by Contractor's RD.

10.2.8.2 A monitoring methodology and Customer Satisfaction Survey shall be developed by the Contractor and approved by County. The monitoring methodology shall use a point value, with 100 points as the maximum total score. For example, points will be assigned if the temperature range for food served is correct, and no points will be assigned if the temperature range is incorrect.

10.2.8.3 Contractor's RD shall monitor all Congregate Meal Sites that serve meals five (5) or more days per week, on a monthly basis. Subject to approval by County, Congregate Meal Sites may be monitored more frequently if compliance issues are discovered during a monitoring visit.

10.2.8.4 Contractor shall monitor all Congregate Meal Sites serving meals less than five (5) days per week every three (3) months. Subject to approval by County, Congregate Meal Sites may be monitored more

frequently if compliance issues are discovered during the monitoring visit.

10.2.8.5 Contractor shall administer Customer Satisfaction Surveys every fiscal year and submit to County at the end of each fiscal year.

10.2.8.6 Annual Site monitoring (Section 10.2.2.1 above) conducted by Lead RD for County AAA ENP may be counted as one of the monthly Congregate Meal Site monitoring visits.

10.2.8.7 Contractor shall submit, on a monthly basis, a summary report of its congregate meal site monitoring to County as part of the Monthly Summary Report. At a minimum, the Monthly Summary Report shall include the following:

10.2.8.7.1 A written summation of significant findings, such as operational problems, food quality assurance issues, equipment performance, and resolution from previous findings, for each ENP Contractor and each congregate meal site.

10.2.8.7.2 A copy of the monitoring instrument used to monitor each congregate meal site.

10.2.8.7.3 A summary of Program Services provided to each ENP Contractor.

10.2.8.7.4 Contractor shall review ENP Contractors' training documentation on a monthly basis including: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets with the name and signature of attendees.

10.2.8.8 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.9 **Title III C-2 Home-Delivered Meal Route Monitoring:** Contractor shall monitor all Home-Delivered Meal Routes for every ENP Contractor providing Home-Delivered Meals and shall conduct evaluations of all aspects of the meal delivery service, including: meal packaging, vehicle and equipment use for transportation, customer service during delivery, and food quality/time/temperature evaluations to ensure that HACCP safety and sanitation standards outlined in the Los Angeles AAA Food Service Standard Operating Procedures Manual are met, and that Contractor is in compliance with the requirements of the California Retail Food Code (CRFC 2015).

10.2.9.1 Monitoring may be conducted by Contractor's RD or other qualified nutrition professionals such as a Dietetic Technician Registered (DTR), Dietetic Student/Intern or Dietetic Graduate under the supervision of an RD.

10.2.9.2 A monitoring tool shall be developed by Contractor and approved by County. The monitoring tool shall use a point value, with 100 points as the maximum total score. For example, points will be assigned if the temperature range for food served to Clients on Home-Delivered Meal Routes is correct. No points will be assigned if the temperature range is not correct, resulting in a deduction of the maximum number of points given.

10.2.9.3 Contractor shall monitor each Home-Delivered Meal Route once per fiscal year. Subject to approval by County, Home-Delivered Meal Routes may be monitored more frequently if compliance issues are discovered during the monitoring.

10.2.9.4 On a monthly basis, Contractor shall submit a summary report of its Home-Delivered Meal Route monitoring to County as part of the HDM Summary Report. At a minimum, the HDM Summary Report shall include the following:

10.2.9.4.1 A written summation of significant findings, such as operational problems, food quality assurance issues, equipment performance, and resolution from previous findings, for each ENP Contractor, and each route;

10.2.9.4.2 A copy of the monitoring tool used to monitor each home-delivery (hot/frozen) route.

10.2.9.5 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.10 **Caterer and Central Kitchen Monitoring:** Contractor shall monitor and evaluate the ENP Contractor's caterer's kitchen to ensure that HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operation Procedures Manual are met and that Contractor is in compliance with the requirements of the California Retail Food Code.

10.2.10.1 Monitoring shall be conducted by the Contractor's RD.

10.2.10.2 A monitoring tool shall be developed by the Contractor and approved by County.

10.2.10.3 The ENP caterer's kitchens and central kitchens shall be monitored by Contractor on a monthly basis or more frequently, subject to the AAA approval, if compliance issues are discovered during monitoring.

10.2.10.4 Annual caterer's kitchens and central kitchens monitoring conducted by Lead RD for County AAA ENP may be counted as one of the monthly monitoring visits.

10.2.10.5 On a monthly basis, Contractor shall submit a monthly summary of each of its ENP Contractor's caterer and central kitchen monitoring sites to County as part of the Monthly Summary Report. At a minimum, the Monthly Summary Report shall include the following:

10.2.10.5.1 A written summation of significant findings such as operational problems, food quality assurance issues, equipment performance, and resolution from previous findings, for each ENP Contractor's caterer's

kitchen, or ENP Contractor's central kitchen.

10.2.10.5.2 A copy of the monitoring tool used to monitor each ENP Contractor's caterer's kitchen or ENP Contractor's central kitchen.

10.2.11 **In-Service Training:** Contractor shall plan, develop and provide In-Service Training to all ENP Contractors' staff and volunteers. In-Service training shall include:

10.2.11.1 **Quarterly In-Service Training:** Contractor's RD shall develop and provide mandatory In-Service Training Services to ENP staff, including volunteers.

10.2.11.1.1 An In-Service Training Plan shall be developed by Contractor each fiscal year with input from the ENP Project Managers, ENP Contractors, and Food Service Managers, and shall be approved by County. The training plan shall be maintained on file by Contractor. The training plan shall identify who is to be trained, who will conduct the training, training content, and date scheduled.

10.2.11.2 Training, at a minimum, shall include the following:

10.2.11.2.1 Food safety, prevention of food borne illness, and HACCP principles.

10.2.11.2.2 Accident prevention, instruction on fire safety, first aid, choking, disaster and earthquake preparedness, and other emergency procedures.

10.2.11.3 Contractor shall conduct a minimum of four (4) hours of mandatory staff training to each ENP Contractor per year for all food service staff, including Congregate Meal and Home-Delivered Meal, and volunteers.

10.2.11.4 Contractor shall test all attendees at the end of each mandatory training session. Staff, including volunteers, who attend all four (4) mandatory

training sessions and score 80% or higher on the written test will be given the Golden Apple Award (see Contract, Exhibit P-Definitions).

10.2.11.5 Training sessions shall be evaluated by those receiving the training.

10.2.11.6 Contractor 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 name and a signature of attendees. Contractor shall make training records available for inspection by County or by authorized representatives of the County upon request.

10.2.11.7 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.12 **Monthly In-Service Training:** Contractor's RD shall develop and provide Monthly In-Service Training Services for all ENP food service staff, including volunteers.

10.2.12.1 Training shall include the development and presentation of topics, lesson plans, and handouts on proper food handling techniques, safety, sanitation, quality assurance, problem solving, customer satisfaction, and other food service management topics.

10.2.12.2 Contractor shall conduct a minimum of one (1) In-Service Training Session per month for each ENP Contractor per year for all food service staff, including Congregate Meal and Home-Delivered Meal staff, and volunteers or a minimum of twelve (12) In-Service Training Sessions throughout the fiscal year. Each In-Service Training Session shall be one (1) hour. One monthly training per quarter may be used to conduct a Quarterly Mandatory In-Service Training session as detailed in Section 10.2.7.1 above.

10.2.12.3 Training sessions shall be evaluated by those receiving the training.

10.2.11.4 Contractor 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 name and a signature of attendees. Contractor shall make training records available for inspection by County upon request. Contractor shall retain all attendance records for trainings and these records shall be kept at Contractor's administrative offices.

10.2.13 **Workshops:** Contractor shall hold workshops and develop presentation materials on topics such as HACCP, government regulations, emergency preparedness, outcome measures, quality assurance, customer satisfaction, policies and procedures, and other food service management topics presented to ENP Contractors' Directors, Food Service Managers, RDs, caterers, and other staff and volunteers by Contractor's RDs, or other qualified designees. Workshops shall be:

10.2.13.1 Planned with input from County

10.2.13.2 Conducted annually.

10.2.13.3 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.14 **ServSafe Course:** Contractor's RD shall prepare and present the National Restaurant Association's ServSafe food safety and sanitation course (see Contract, Exhibit P-Definitions) to new ENP Directors, Food Service Managers, Congregate Meal Site Managers, and other ENP staff and volunteers.

10.2.14.1 Contractor shall maintain ServSafe course attendance records, and ensure that each course is evaluated by those attending. Program material and evaluation documents shall be sent to County annually and kept on file for review during County site monitoring.

10.2.14.2 Each ServSafe course consists of four (4) sessions at three (3) hours per session.

10.2.14.3 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.15 **HACCP Course:** Contractor's RD shall prepare and present a HACCP course which teaches food safety and management. The course shall be in compliance with the most current regulatory requirements of the Food and Drug Administration (FDA), and U.S.D.A. The course shall be presented to ENP Contract Directors, Food Service Managers, and RDs.

10.2.15.1 Contractor shall maintain attendance records and ensure that each course is evaluated by those attending. Program material and evaluation documents shall be sent to County annually and kept on file for review during County on-site monitoring.

10.2.15.2 Each HACCP Course shall include two (2) to three (3) sessions for a total of 12 hours per course per fiscal year.

10.2.16 **Menu Review and Recipe Development:** Contractor's RD shall provide an annual review and approval of each ENP Contractor's Cycle Menus (a menu that is repeated for five (5) to six (6) weeks), and again throughout the fiscal year. Contractor's Lead RD for County AAA ENP, shall certify and approve the Cycle Menus once per fiscal year. The menus shall comply with the most recent Dietary Guidelines for Americans (DGA)s, and Dietary Reference Intakes (DRI)s (see Contract, Exhibit P-Definitions) published by the USDA, and the U.S. Department of HHS AoA.

10.2.16.1 Contractor shall follow Section 339 of the OAA (42. U.S.C. 3030g-21) and 22 CCR 7638.5, Nutrition Requirement of Meals, to ensure each meal shall provide the following to participating individuals:

10.2.16.1.1 A minimum of one-third (1/3) of the DRIs for programs serving one (1) meal per day, as established by the Food and Nutrition Board, National Academy of Sciences-National Research Council (1989), incorporated by reference.

10.2.16.1.2 A minimum of two-thirds (2/3) of the DRIs for programs serving two (2) meals per day.

10.2.16.1.3 One hundred (100%) percent of the DRIs for programs serving three (3) meals per day.

10.2.16.2 Contractor shall ensure Cycle Menus are written by the ENP Contractor's Food Services Manager and/or Caterer, with consultation from Clients, the ENP Contractor's Quality Assurance Committee, and ENP Contractor's Project Manager.

10.2.16.3 Contractor shall provide a menu analysis established by CDA to ensure compliance with subparagraph 10.2.1.1.1 above using either:

10.2.16.3.1 A Meal Component system (see Contract, Exhibit P-Definitions); or

10.2.16.3.2 A detailed nutritional analysis (see Contract, Exhibit P-Definitions).

10.2.16.4 Contractor's RDs shall approve food substitutions to meals originally planned to ensure the meals meet the requirements of this section.

10.2.16.5 Conduct product research to locate best equipment, supplies or food products for food service operations.

10.2.16.6 The Unit of Measurement and Unit Rate are listed in Section 10.3 Summary of Units of Service.

10.2.17 **SNAP-Ed**: Consists of any combination of educational strategies, accompanied by environmental supports, designed to facilitate voluntary adoption of food and physical activity choices. It also examines other nutrition-related behaviors conducive to the health and well-being of SNAP-Ed Clients and low-income individuals eligible to participate in SNAP-Ed. Nutrition education and obesity prevention services for the purposes of this Contract are delivered through OAA ENP Congregate Meal sites.

10.2.17.1 Eligibility Criteria:

10.2.17.1.1 An Older Individual participating in a

SNAP-Ed activity at an eligible Los Angeles County SNAP-Ed Qualified Site (see Appendix B (Statement of Work Exhibits), Attachment 7 – Los Angeles County SNAP-Ed 2014-15 Qualified Sites).

10.2.17.1.2 Meet SNAP-Ed Site Eligibility Guidance Standards as required by CDA (see USDA Supplemental Nutrition Assistance Program Education Guidance at http://snap.nal.usda.gov/). CDA has developed three (3) methods to determine SNAP-Ed site eligibility:

10.2.17.1.3 Each Congregate Meal Site location is within an eligible low-income census tract. (Greater than 50 percent of Clients have incomes below 185 percent of the Federal Poverty Level (FPL)). County has conducted this review and Contractor will receive a copy of the SNAP-Ed Census Tract Site Eligibility Form (see Attachment 8 – SNAP-Ed Census Tract Site Eligibility Form).

10.2.17.1.4 Fifty percent (50%) of Congregate Meal Site Clients have incomes below 100 percent (100%) of the FPL based on income levels from Title III-C intake forms.

10.2.17.1.5 Fifty percent (50%) of Congregate Meal Site Clients must have incomes below 185 percent (185%) of the FPL.

10.2.17.1.5.1 Client income is based on individual Client queries conducted at the Congregate Meal Site. (The queries may be completed on the day of largest attendance.

10.2.17.2 SNAP-Ed Services must use an evidence-based approach integrating the best Research Evidence with the best available practice-based evidence. Practice-based evidence includes case studies, pilot studies and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential.

10.2.17.3 Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions. Target areas are identified in the current Dietary Guidelines for Americans.

10.2.17.4 Contractor shall assure there is a need for SNAP-Ed activities. SNAP-Ed activities shall not supplant existing programs. The OAA ENP Congregate Meal Site location where SNAP-Ed activities are provided must meet the USDA delivery requirements. SNAP-Ed targeting plans must be updated as needed and approved by CDA and County prior to delivery.

10.2.17.5 SNAP-Ed Services may be Indirect Education and/or Direct Education Services.

10.2.17.5.1 SNAP-Ed Indirect Education (IE) is the distribution of information and resources, including any mass communications, public events, and material distribution that does not meet the definition of Direct Education and that are designed to increase public awareness of SNAP-Ed and/or increase awareness and knowledge of food, dietary quality, food security, food safety, and food resource management/shopping behaviors.

10.2.17.5.1.1 Indirect Education activities may include:

- Printed Material Distribution: flyers, fact sheets, pamphlets, nutrition articles.

- Displays of Educational Materials such as bulletin boards, and posters.

- Public Events such as community events and health fairs.

- Forums or workshops where individual data for direct education cannot be collected.

- Distribution of a senior-oriented newsletter that includes activities, recipes, etc.

10.2.17.5.1.2 Contractor shall obtain permission from County prior to conducting any Indirect Education Activity.

10.2.17.5.1.3 Contractor shall complete an Indirect Data Activity Tracking Sheet (see Attachment 10 – Indirect Activity Tracking Sheet) for each Indirect Education Activity.

10.2.17.5.2 SNAP-Ed Direct Education (DE) is a planned nutrition education event designed to increase knowledge and/or skills (not just awareness), based upon an activity or lesson plan

where Clients are actively engaged in the learning process with an educator for at least 15 minutes. It allows educators to obtain information about individual Clients.

10.2.17.5.2.1 For an event to qualify as a DE activity, Contractor must report the eligible Client status, age, gender, and race/ethnicity for each Client. If all four (4) criteria are not collected, the Client cannot be reported as direct education and will be counted as indirect education.

10.2.17.5.2.2 Contractor shall distribute and collect Direct Education Activity Data Cards (see Attachment 11 – Los Angeles County AAA SNAP-Ed Sign-In Sheet for Direct Education) at each Direct Education activity to collect necessary demographic information.

10.2.17.5.2.3 SNAP-Ed Direct Education activities shall incorporate educational and environmental approaches to create conditions where people are encouraged to act on their education and

awareness and where healthy choice becomes the easy and preferred choice. Every Direct Education activity shall include a nutrition education and a physical fitness component.

10.2.17.5.2.4 SNAP-Ed Direct Education activities shall include behaviorally focused, evidence-based nutrition education and obesity prevention interventions and projects that promote healthy food choices based on the most recent Dietary Guidelines for Americans and the associated USDA Food Guidance System, *My Plate* (refer to USDA Center for Nutrition Policy and Promotions Website at http://www.cnpp.usda.gov/).

10.2.17.5.2.5 SNAP–Ed Direct Education activities may include but are not limited to:

- Sessions on calorie balance and weight management

based on the Dietary Guidelines for Americans. This could include measuring height and weight or using self-reported heights and weight to determine BMI.

- Demonstrations, audio-visual presentations, and/or small interactive group discussions with Clients.

- Classroom instruction/lessons.

- Planned one-on-one nutrition education.

- Grocery store or farmers' market tours.

- Cooking demonstrations and nutrition classes to build basic cooking skills.

- Physical fitness activities to support obesity prevention services, increase physical activity and reduce time spent

in sedentary behaviors to promote a healthy lifestyle in order to sustain and improve the health and well-being of a Client.

10.2.17.5.2.6 Contractor will provide scheduled SNAP-Ed Physical Fitness Classes individually or in an educational group setting (five (5) or more Older Adults) at eligible OAA ENP Congregate Meal sites.

10.2.17.5.2.7 Contractor is limited to four (4) hours for group Sessions of five (5) or more individuals and two (2) hours for an individual Session. A four (4) hour group Session shall include a combination of nutrition education and physical activity components.

10.2.17.4.3 The Unit of Measurement and Unit Rate for this Service are listed in Section 10.3 Summary of Units of Service.

10.2.17.6 Contractor shall utilize the California Department of Aging Older Adult approved California Department of Aging Approved Evidence Base Programs: Older Adult Approved SNAP-Ed Nutrition Education Obesity Prevention Interventions chart (see Attachment 12 - California Department of Aging

Approved Evidence Based Programs: Older Adult Approved SNAP-Ed Nutrition Education Obesity Prevention Interventions form).

10.2.17.7 Nutrition Education materials must be presented in a culturally sensitive manner by Contractor's RD or other appropriate credential health care professional at the RD's discretion and as referred by the RD.

10.2.17.8 Contractor shall not convey any negatively written, visual, or verbal expressions about any specific brand of food, beverage, or commodity.
See Attachment 13 SNAP-Ed Acknowledgement of Funding Statement.

10.2.17.9 SNAP-Ed Direct Education activities must include an evaluation component for effectiveness by any of the following methods, impact, outcome, and process evaluation techniques:

Type of Evaluation	Definition	Example Questions
Formative Research	Application of qualitative and quantitative methods to gather data useful for the development and implementation of intervention programs.	Do senior citizens served by our agency eat the recommended daily servings of fruit and vegetables?
Process (Implementation) Study	The measurement and tracking of activities associated with the implementation and fidelity of an intervention program.	How many SNAP-Ed Clients and low income eligibles are enrolled in the intervention? How many attended each of the four (4) classes offered?
Outcome Assessment	Examination of the extent to which an intervention program achieves its stated goals.	Did the Intervention program meet stated goals?
Impact Evaluation	Measures the net change in outcomes for a particular group of people that can be attributed to a specific program.	Did seniors who received SNAP-Ed Services increase the number of fruits and vegetables consumed each day by at least .25 cups per day compared to seniors who did not receive the Services?

10.2.17.10 SNAP-Ed Behavioral Outcomes: the primary emphasis is to assist the SNAP-Ed target population in establishing healthy eating habits and physically active lifestyles to promote health and prevent disease, including obesity. To magnify the impact of SNAP-Ed, behaviorally focused nutrition messages shall be:

10.2.17.10.1 Related to healthy food choices, for example, eating low fat foods, adding one (1) fruit each day, switching to whole grain breads, making half the plate fruits and vegetables, switching to fat-free or low-fat milk and milk products, maintaining appropriate calorie balance, etc.

10.2.17.10.2 Related to the environmental impact of dietary practices, including safe food handling, increase physical activity and reduce time spent in sedentary behaviors as part of a healthy lifestyle.

10.2.17.10.3 Related to food shopping practices that increase purchasing power and availability of food using store coupons, joining store clubs for added discounts, and purchasing in bulk.

10.2.17.10.4 Food security such as applying for nutrition assistance programs such as the Women, Infants, and Children (WIC) program (see Contract, Exhibit P Definitions), SNAP-Ed, child nutrition programs, food distribution programs, etc.).

10.2.17.11 Contractor must collaborate with ENP Contractors (see Contract, Exhibit P-Definitions) and other AAA funded Contractors or as advised by County in order to ensure comprehensive and coordinated service delivery and to prevent the duplication of Services.

10.2.17.12 SNAP-Ed Dollars to Be Reimbursed: For SNAP-Ed Services, Contractor will be reimbursed for allowable costs from Federal program funds that support SNAP-Ed and conform to government-wide and SNAP-Ed specific cost policy. Allowable costs include but are not limited to:

10.2.17.12.1 The production of State SNAP-Ed materials for which no other comparable materials exist that support the State's goals and objectives for SNAP-Ed.

10.2.17.12.2 Costs of food for recipe/taste testing purposes and cost of kitchen equipment and supplies necessary for food storage, preparation, and display of food prepared for demonstration purposes.

10.2.17.12.3 Food samples associated with educational lessons.

10.2.17.12.4 SNAP-Ed related training for program delivery staff.

10.2.17.12.5 Interventions that promote the selection of healthy food from vending machines.

10.2.17.12.6 The purchase of Food, Nutrition, and Consumer Services (FNCS) (see Contract, Exhibit P-Definitions) nutrition education reinforcement materials that address SNAP-Ed topics/nutrition messages and promote healthy nutrition and physical activity practices. Such items must have a direct relationship to Program objectives and the expected behavior change. Terms used to describe these items include memorabilia, souvenirs, promotional items, incentives, and educational extenders. Such items are allowable costs only if they are reasonable and necessary, contain or

reinforce nutrition and physical activity messages, and:

- Have a nominal value of $4.00 or less per item
- Have a clear relevant and useful connection to particular Food and Nutrition Service (FNS) (SNAP-Ed nutrition education or obesity prevention messages;
- Contain an educational message or have a use that is directly relevant to reinforce nutrition education and obesity prevention messages;
- Have value as nutrition education and obesity prevention aids;
- Will be offered only after weighing and assessing other relative needs and cost effectiveness; and
- Will not be used solely for staff morale boosters.
- If the reinforcement material is designed for physical activity promotion, it is provided in conjunction with relevant nutrition and physical activity messages.

10.2.17.13 SNAP-Ed Evaluation Process

10.2.17.13.1 Contractor shall ensure that each SNAP-Ed intervention activity is evaluated for effectiveness by any of the following methods, impact, outcome, and process evaluation techniques.

10.2.17.13.2 Contractor is encouraged to include a behavioral change evaluative process for all SNAP-Ed intervention activities which may consist of:

10.2.17.13.2.1 Evaluation involving pre and post testing of nutrition education to answer

questions about whether materials are understandable, relevant, credible, and acceptable to the target audience.

10.2.17.13.2.2 Measures such as tracking the number of materials distributed to the number of Clients reached, and effectiveness of alternate methods of delivering Services and/or barriers to implementing the intervention.

10.2.17.13.3 Contractor shall demonstrate changes that occur in the presence of an intervention but do not establish cause and effect conclusions.

10.2.17.13.4 Contractor shall indicate the impact and effectiveness of the intervention in changing the target populations' attitudes, awareness and/or behavior.

10.2.17.13.5 Contractor shall provide the information to be entered into the Evaluation and Reporting System (EARS) form (see Contract) Attachment 14 - SNAP-Ed End of Year Education Administration Reporting System Form (EARS) following the specified timelines as prescribed by CDA.)). The definitions for the different evaluation types can be found at: www.fns.usda.gov/ora/menu/Published/NutritionEducation/Files/EvaluationPrinciples.pdf.

10.2.17.13 SNAP-Ed Monthly Summary Reports: On a monthly basis, CONTRACTOR shall submit the SNAP-Ed Monthly Summary Reports to County and input into the Management Information System (MIS) summarizing:

10.2.17.13.1 Direct Education

10.2.17.13.1.1 Number of SNAP-Ed Clients.

10.2.17.13.1.2 Number of SNAP-Ed contacts by age and SNAP-Ed status.

10.2.17.13.1.3 Total number of SNAP-Ed contacts who are female/male.

10.2.17.13.1.4 Race and ethnicity.

10.2.17.13.1.5 Type of setting.

10.2.17.13.1.6 Programming format.

10.2.17.13.1.7 Educational topic areas of emphasis (e.g.: fat free and low fat milk or equivalent, fruits and vegetables, physical activity).

10.2.17.13.1.8 Types of activity (e.g.: consumer nutrition education, grocery store tour, one-on-one nutrition education, physical activity with nutrition education).

10.2.17.13.1.9 Contractor shall submit Los Angeles

County SNAP-Ed Sign-In Sheets for each Direct Education Activity Attachment 11 – SNAP-Ed Sign-In Sheet for Direct Education) – new updated reporting requirement.

10.2.17.13.1.10 Indirect Education

10.2.17.13.1.11 Types of material distributed (e.g. fact sheets, pamphlets, newsletters, posters, promotional materials with nutrition messages, website, etc.).

10.2.17.13.1.12 Estimated audience reached through communication events.

10.2.17.13.1.13 Contractor shall submit Indirect Education Data Cards Attachment 10 - Indirect Data Activity Tracking Sheet) for each Indirect Education Activity.

10.2.17.14 SNAP-Ed Year End Report: CONTRACTOR shall submit a final year-end report to County at the end of each FY utilizing the CDSS End of Year EARS Form (see Appendix B (Statement of Work Exhibits) Attachment 14 – SNAP-Ed End of Year Education Administration Reporting System Form (EARS)) and Annual Reports as required by CDSS. This report captures data on the numbers of SNAP-Ed Clients,

demographic data, and the type of SNAP-Ed Services provided, etc.

10.3 Summary of Units of Service

10.3.1 Unit Rates, as referenced below are subject to change based on funding availability and Program Costs. These rates may vary from those that are awarded.

Required Service	Unit of Measurement	Maximum Unit Rate
Title III C-1/C-2 ENP Annual Review	One (1) hour (maximum four (4) hrs. per site)	$60
Title III C-1/C-2 Area Plan Review	One (1) hour (maximum of forty (40) hours per FY)	$54
Congregate Meals Program (Title III C-1) Nutrition Education Group Sessions	One (1) hour maximum per group session	$54
Home-Delivered Meal Program (Title III C-2) Nutrition Education	One (1) Nutrition Education Handout	$0.66 per Handout
Title III C-1/C-2 Nutrition Counseling	One (1) Session (limited to one (1) Session (per Client per day)	$60
Title III C-1 Congregate Meal Site Monitoring	One (1) hour (maximum of 1.5 hours allowed per site monitoring or 2.5 hours when the site monitoring is combined with conducting the Customer Satisfaction Survey).	$60
Title III C-2 Home-Delivered Meal Route Monitoring	One (1) hour (maximum of four (4) allowed for each hot meal delivery route and a maximum of six (6) hours allowed for each frozen meal delivery route to ensure that ending delivery temperature standards, per HACCP, are met).	$64
Caterer and Central Kitchen Monitoring	One (1) (maximum 3.5 hours allowed per monitoring).	$60

Quarterly In-Service Training	One (1) hour (maximum Four (4) hours of mandatory Quarterly In-Service training per session).	$54
Monthly In-Service Training	One (1) hour (maximum eighteen (18) hours for each ENP Contractor per fiscal year)	$54
Workshops	One (1) (maximum of 138 hours allowed per fiscal year).	$54
ServSafe Course	One (1) hour (maximum of ninety-six (96) hours, including preparation time allowed per course.)	$54
HACCP Course	One (1) hour (maximum of thirty-two (32) hours allowed per course).	$54
Menu Review	One (1) (Maximum eight (8) hrs. allowed per Cycle Menu to write, review, and approve, and a maximum of 800 hours for nutritional analysis per fiscal year).	$54
SNAP-Ed (Nutrition Education and Physical Fitness)	One (1) hour per session (limited to four (4) hours per group session including preparation time).	$54
SNAP-Ed Dollars to be reimbursed	See Sub-paragraph 10.2.13.12 SNAP-Ed Dollars to Be Reimbursed of this Exhibit.	

10.4 **Emergency and Disaster Preparedness**

10.4.1 Notwithstanding Contractor's and County's contractual objective to provide Services to Clients, Contractor 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 (OES) funds with which to reimburse Contractor for funds expended.

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

10.4.3 Contractor must have a written emergency plan on file describing how Services will be maintained during the event of a disaster, emergency, or disruption to normal service delivery. Emergency and Disaster Plan Basic Requirements Appendix B (Statement of Work Exhibits), Attachment 3 details the minimum requirements of the plan.

10.4.3.1 The written plan must include the following sections:

10.4.3.1.1 Emergency and Disaster Plan Mission
10.4.3.1.2 Business Continuity Plan (BCP)
10.4.3.1.3 Emergency Response Organization Chart
10.4.3.1.4 Roster of Critical Local Contacts
10.4.3.1.5 Communication Plan

10.4.3.2 The Emergency and Disaster Plan must be made available to employees, volunteers, and subcontractors for reference before, during, and after the emergency or disaster.

10.4.3.2.1 Contractor's key staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.

10.4.3.3 Annually, Contractor shall update the Emergency and Disaster Plan and submit it to the AAA Emergency Coordinator.

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

10.4.3.5 Contractor must maintain an updated hard copy registry of Clients with contact information for emergency and disaster purposes. Contractor 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.

10.4.4 Contractor shall complete Attachment 4 (Site Emergency Resource Survey) on an annual basis to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.

10.4.4.1 Contractor shall submit Attachment 4 (Site Emergency Resource Survey) annually on the last business day

in September to the designated AAA Emergency Coordinator.

10.4.4.2 Contractor shall submit an updated Site Emergency Resource Survey to the designated AAA Emergency Coordinator anytime there is a change in information.

10.4.5 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event or disruption to normal Service delivery, as referenced in SOW section 13.1, 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). Contractor shall make the BCP available to its employees, volunteers, and subcontractors for reference before, during, and after such emergency event disruption.

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

10.4.5.1.1 Back-up systems for data
10.4.5.1.2 Emergency Service delivery options
10.4.5.1.3 Community resources
10.4.5.1.4 Transportation

10.4.6 Contractor shall:

10.4.6.1 Designate an Emergency Coordinator to communicate with the AAA Emergency Coordinator or designee in the event of an emergency, disaster, or disruption to normal Service delivery, and ensure that the AAA Emergency Coordinator or designee has current contact information for Contractor's Emergency Coordinator.

10.4.6.2 Identify and make contact with Contractor's local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contract shall include a discussion of the types of clients served by the Contractor and how their needs will be addressed by OES in the community. Information shall be incorporated into the Contractor's emergency plan, as applicable.

10.4.6.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.

10.4.6.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.

10.4.6.5 Maintain a current list of support agencies and services (in addition to AAA Contractors) in local and neighboring communities to provide Information and Assistance for Clients, their families and representatives, and facility staff.

10.4.6.6 Maintain a current list of agency staff and volunteers' telephone numbers, e-mail addresses, and emergency contact information.

10.4.6.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.

10.4.6.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.

10.4.6.9 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.

10.4.6.10 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:

10.4.6.10.1 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.

10.4.6.10.2 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.

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

10.4.7 **Communication Procedures with the Area Agency on Aging (AAA)**

10.4.7.1 Contractor must provide a status update to the AAA 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:

10.4.7.1.1 AAA Emergency Coordinator will provide information to Contractor 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).

10.4.7.1.2 Contractor will provide information to AAA 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).

10.4.7.1.3 Information received by AAA 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.

10.5. **Additional Requirements**

10.5.1 When it is known or reasonably suspected that a Client has been the victim of abuse, Contractor must report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code.

10.5.2 Community Outreach

10.5.2.1 Contractor shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on what Services may be available to potential Clients. Contractor shall also market the Services to all ethnic groups in each Supervisorial District in which the Services are being provided by Contractor. All materials must be presented in a culturally sensitive manner by Contractor.

10.5.2.2 Contractor 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.

10.5.3 Customer Satisfaction Surveys

10.5.3.1 Contractor shall conduct Customer Satisfaction Surveys once per fiscal year with Clients and retain a copy of all surveys on file and accessible to County for review. The results of the surveys will be used by Contractor to make quality improvements in Services provided to Clients. Contractor may be asked by

County to comply with and develop other outcome measures.

10.5.3.2 The Customer Satisfaction Surveys shall be disseminated to all Clients who have participated in a Nutrition Education class during the fiscal year.

10.5.3.3 Contractor shall collect all Customer Satisfaction Survey responses, tally them during the closeout period, and submit forms to County Project Manager annually, or as specified by County.

10.6 **Multipurpose Senior Centers**

10.6.1 If Contractor operates a Multipurpose Senior Center as defined under Title 42 USC Section 3002(36), Contractor must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, 22 CCR 7550 – 7562..

10.6.2 If Contractor operates a Multipurpose Senior Center, as noted in 10.6.1 above, Contractor shall comply with the provisions contained in the following acts:

10.6.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR, Part 3)

10.6.2.2 Davis-Bacon Act (40 USC 3141-3142) (29 CFR, Part 5)

10.6.2.3 Contract Work Hours and Safety Standard Act (40 USC 327-332) (29 CFR, Part 5)

10.6.2.4 Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).

10.6.3 Contractor acknowledges that when an existing facility has been altered with Contract Funds made available through this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:

10.6.3.1 Not less than three (3) years from the date this Contract terminates or expires where the amount of the Contract or award of Contract Funds, including the non-Federal share, does not exceed $30,000 (thirty thousand dollars).

10.6.3.2 If the amount of award exceeds $30,000 (thirty thousand), the fixed period of time shall not be less than three (3) years from the date the Contract terminates or expires, and increased one (1) year for each additional $10,000 (ten thousand dollars), or part thereof, to a maximum adjustment factor of $75,000 (seventy-five thousand dollars).

10.6.3.3 For amounts, or award of Contract Funds, exceeding $75,000 (seventy-five thousand), the fixed period of time shall be not less than ten (10) years from the date this Contract expires or terminates.

10.7 **Voluntary Contributions**

10.7.1 Contractor shall develop and implement a method to enable Clients to voluntarily contribute to the cost of the Program.

10.7.1.1 Contractor shall clearly inform each Client that there is no obligation to contribute, and that any contributions they make are strictly voluntary.

10.7.1.2 Contractor must have a mechanism in place to ensure the privacy and confidentiality of each Client is protected whether or not they choose to make a contribution.

10.7.1.3 Contractor must establish a procedure for soliciting donations that provides the Client with a confidential method for making donations.

10.7.1.4 Volunteers and/or staff at the sign-in table (if applicable) must be trained on the donation policy, emphasizing the confidential nature of any contributions.

10.7.2 Client contributions received may be used for Services. However, Contractor acknowledges that any contributions will not reduce the Contract amount and shall only be used to supplement, not supplant, Program funds.

10.7.3 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site.

10.7.4 Contractor shall separate collected contributions from Contract funding. 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.

10.7.5 Contributions earned in excess of the amount reported in the budget may 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.

10.7.7 Contractor shall ensure that Clients are not required to contribute to the Program when they are requesting or receiving Services. Solicitation of voluntary contributions shall not be coercive. Clients shall not be denied Services based on their inability or unwillingness to contribute.

10.7.7.1 The following practices pertaining to voluntary contributions/donations and/or share of costs **<u>are not allowed</u>:**

10.7.7.1.1 Requests from Clients to assist in the share of cost to the Program.

10.7.7.1.2 Tracking donations by accounts receivable.

10.7.7.1.3 Tracking donations by individual Clients.

10.7.7.1.4 Pamphlets and websites must not state that payment is required for Services or state a monetary amount for Services.

10.7.7.1.5 Employing tactics, in any way, that could be viewed as embarrassing to Clients and/or obligatory requests for donations.

10.7.7.1.6 Employing tactics such as allowing volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.

10.7.7.1.7 At the time of the intake interview, compelling a Client to pledge a particular amount as an agreed upon donation.

10.7.7.1.8 Using coercion to solicit voluntary contributions.

10.7.7.1.9 A donation request resembling a billing statement or invoice.

10.7.7.1.10 Imposing a suggested contribution rate based on Client's income.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.1.1 Contractor shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.

11.1.2 Contractor shall purchase, to the extent possible, products that include recycled content, are durable and long-lasting, 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.

11.1.3 Contractor 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.

11.2 To the extent practicable, Contractor 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.

11.3 Contractor shall notify County's Project Manager in writing of Contractor's new green initiatives seven (7) business days prior to the commencement of the contract.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of Services used in the Performance Requirements Summary (PRS) chart (see Contract Attachment 2 - Performance Requirements Summary (PRS) Chart)

are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract, and the SOW. In any case of apparent inconsistency between Services as stated in the Contract, SOW, and this PRS, the meaning apparent in the Contract and the SOW will prevail. If after requested to review by Contractor, County determines any Services created in this PRS are not clearly and forthrightly set forth in the Contract and the SOW that apparent Service will be null and void and place no requirement on Contractor.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D (CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION)

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. ☐ Yes ☐ No
2. Contractor periodically conducts a self-analysis or utilization analysis of its workforce. ☐ Yes ☐ No
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. ☐ Yes ☐ No
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals and/or timetables. ☐ Yes ☐ No

Contractor's Name

Contract Number

Internal Revenue Service Employer Identification Number

Name of Authorized Representative (Print)

Title of Authorized Representative

Authorized Representative's Signature

Date

EXHIBIT E (COUNTY'S ADMINISTRATION)

FISCAL YEAR: 2016/17

COUNTY'S DEPARTMENT HEAD

Name: Ms. Cynthia D. Banks
Title: Director
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 637-0798
E-Mail Address: cbanks@css.lacounty.gov

COUNTY'S PROJECT DIRECTOR

Name: Ms. Carol Domingo
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 639-6339
E-Mail Address: cdomingo@css.lacounty.gov

COUNTY'S PROJECT MANAGER

Name: Ms. Anna Avdalyan
Title: Program Manager
Address: 3333 Wilshire Boulevard, Room 400
Los Angeles, Ca 90010
Telephone: (213) 738-4749
E-Mail Address: aavdalyan@css.lacounty.gov

COUNTY'S CONTRACT PROJECT MONITOR

Name: Mr. Jason S. Stempinski
Title: Principal Accountant Auditor
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 739-7321
E-Mail Address: jstempinski@css.lacounty.gov

COUNTY'S EMERGENCY COORDINATOR

Name: Ms. Ellie Wolfe
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 738-2681
E-Mail Address: ewolfe@css.lacounty.gov

EXHIBIT F (CONTRACTOR'S ADMINISTRATION)

CONTRACTOR'S NAME: _____

CONTRACT NUMBER: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

INVOICES – AUTHORIZED SIGNER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Signature: _____

CONTRACTOR'S DESIGNATED COMMUNITY FOCAL POINTS:

Site Name: _____

Site Address: _____

_____

Telephone: _____

Site Name: _____

Site Address: _____

_____

Telephone: _____

BUDGET ANALYST:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

MIS DATA ENTRY PERSONNEL:

Primary Contact

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Secondary Contact

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT G1 (CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)

GENERAL INFORMATION:

Contractor has entered into this Contract with County of Los Angeles to provide certain Services to County. County requires Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that Contractor employees, consultants, outsourced vendors and independent contractors (Contractor's Staff) that will provide Services in this Contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of Work under this Contract.

Contractor understands and agrees that Contractor's Staff are not employees of County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from County of Los Angeles by virtue of Contractor's Staff's performance of Work under this Contract. Contractor understands and agrees that Contractor'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:

Contractor and Contractor's Staff may be involved with Work pertaining to Services provided by County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving Services from County. In addition, Contractor and Contractor'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. Contractor and Contractor's Staff understand that if they are involved in County Work, County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of Work to be provided by Contractor's Staff for County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to this Contract. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this Confidentiality Agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor shall report such violations to County's Project Manager.

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

Contractor's Name	Contract Number
Name of Authorized Representative (Print)	Title of Authorized Representative
Authorized Representative's Signature	Date

EXHIBIT H (CONTRACTOR EMPLOYEE JURY SERVICE)

Los Angeles County Code
Title 2 (ADMINISTRATION)
Chapter 2.203.010 through 2.203.090
Contractor Employee Jury Service

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

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

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

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

2.203.070. Exceptions.

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

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

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

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

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

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

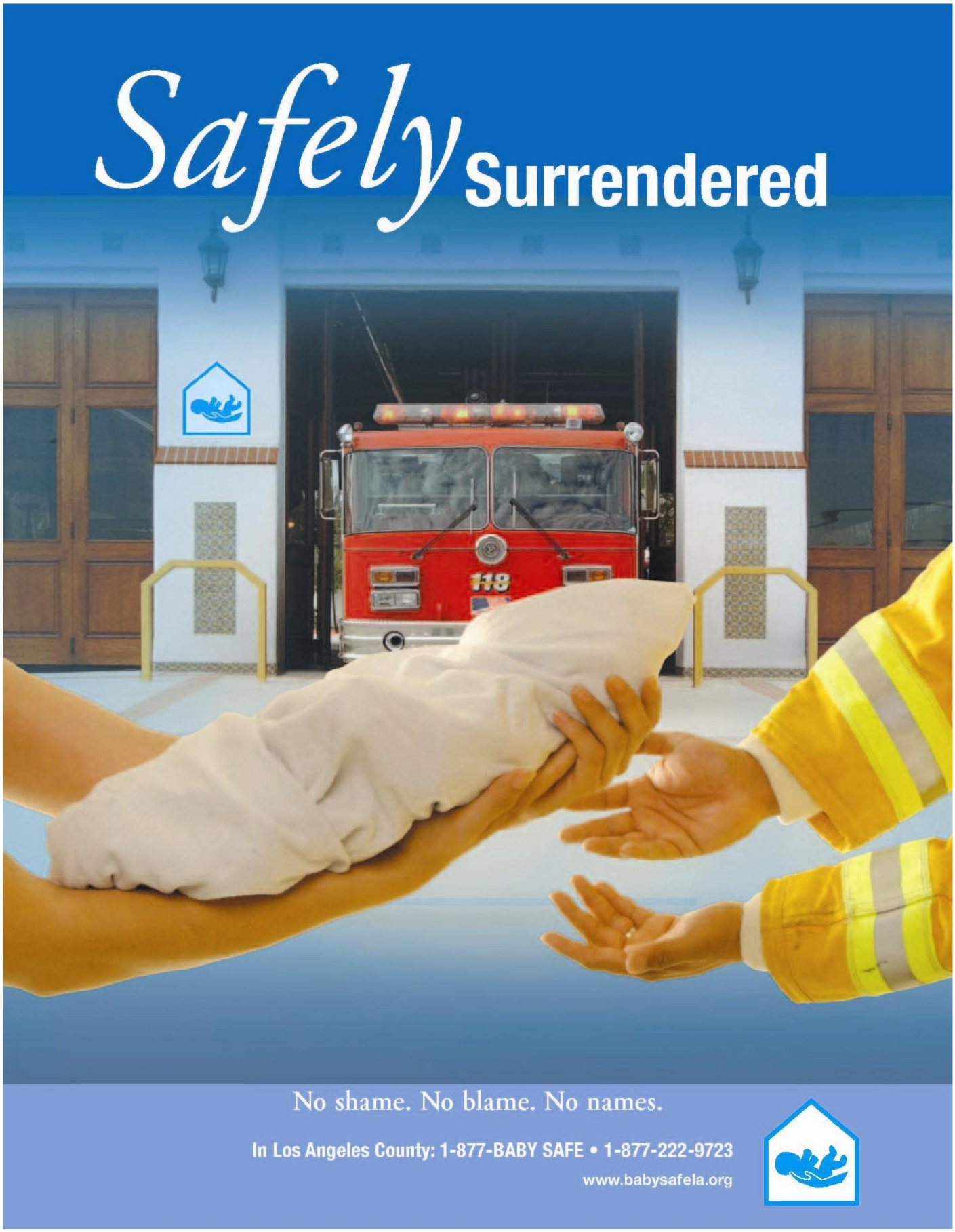
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

EXHIBIT I (SAFELY SURRENDERED BABY LAW)



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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

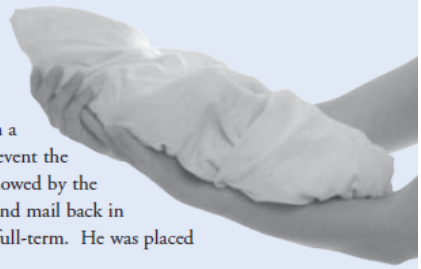
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

EXHIBIT I (SAFELY SURRENDERED BABY LAW)

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT J

INTENTIONALLY OMITTED

EXHIBIT K

INTENTIONALLY OMITTED

EXHIBIT L

INTENTIONALLY OMITTED

EXHIBIT M1

INTENTIONALLY OMITTED

EXHIBIT M2

INTENTIONALLY OMITTED

EXHIBIT M3

INTENTIONALLY OMITTED

EXHIBIT N (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 (hereafter "HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (CFR) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or Services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules, in order for Contractor to provide such functions, activities or Services. 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 (hereafter "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. <u>DEFINITIONS</u>

1.1 "Breach" has the same meaning as the term "breach" at 45 CFR 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 CFR 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 CFR 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 CFR 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 CFR 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 CFR 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 CFR 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 United States Code (USC) 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 CFR 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; or (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 those 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 CFR 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; or (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 CFR 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 CFR 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 CFR 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 CFR 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 CFR 162.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 CFR 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 CFR 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 CFR 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 CFR 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 CFR 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 CFR 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 CFR 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 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 45 CFR 164 Subpart E 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 45 CFR 164 Subpart C 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 timeframes 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 who is highly knowledgeable about the facts and circumstances of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event shall the report be completed and submitted to the Chief Privacy Officer 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. Such written report shall be submitted to the Chief Privacy Officer by mail or e-mail as follows: **Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012; or HIPAA@auditor.lacounty.gov.** To the extent possible, the written report shall include:

(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 CFR 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 who is highly knowledgeable about the facts and circumstances of the non-permitted Use or Disclosure of Protected Health Information, 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 thirty (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 CFR 164.502 (e)(1)(ii) and 45 CFR 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 ("Subcontractor Business Associate Agreement").

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 (Subcontractor Business Associate Agreement).

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Business Associate 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 Covered Entity by contacting County's Contract Project Monitor.

6.5 Without limiting the requirements of Section 6.1, the Subcontractor Business Associate Agreement shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information by contacting County's Contract Project Monitor.

6.6 Without limiting the requirements of Section 6.1, the 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 CFR 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's County Project Director 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, the information shall be provided 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 CFR 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's County Project Director 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 CFR 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 Within ten (10) business days after receipt of a written request from Covered Entity, Business Associate shall provide information collected in accordance with Section 9.1.1 to Covered Entity's County Project Director 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 CFR 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's County Project Director 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 CFR 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 45 CFR 164 Subpart E, 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's County Project Director of any requests made by the Secretary and provide Covered Entity's County Project Director 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 CFR 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 himself 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 45 CFR 164 Subpart D, 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 Section 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. <u>INDEMNIFICATION</u>

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 45 CFR 164 Subpart E 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 not retain any 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 45 CFR 164 Subpart C 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 the HIPAA Rules that are required by law to be incorporated into this Business Associate Agreement 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 O (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.

Check the Certification below that is applicable to your organization:

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

OR

☐ Contractor 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 Contractor'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.

_____ _____
Contractor's Name Contract Number

_____
Internal Revenue Service Employer Identification Number

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

_____ _____
Name of Authorized Representative (Print) Title of Authorized Representative

_____ _____
Authorized Representative's Signature Date

Exhibit P

DEFINITIONS

Academy of Nutrition and Dietetics (A.N.D) (formerly the American Dietetics Association (ADA) **–** The Academy of Nutrition and Dietetics is the United States' largest organization of food and nutrition professionals, with close to 72,000 members. After nearly 100 years as the American Dietetic Association (ADA), the organization officially changed its name to the Academy of Nutrition and Dietetics (A.N.D.) in 2012. The organization's members are primarily registered dietitians (RDs) and dietetic technicians as well as many researchers, educators, students, nurses, physicians, pharmacists, clinical and community dietetics professionals, consultants and food service managers.

Administration on Aging (U.S. Department of Health and Human Services Administration for Community Living) – The Administration on Aging (AoA), an agency in the U.S. Department of Health and Human Services is the official Federal agency dedicated to policy development, planning and the delivery of supportive home and community-based services to older persons and their caregivers. The AoA administers the Older Americans Act and works through the national aging network of State Units on Aging, Area Agencies on Aging, Tribal and Native organizations representing 300 American Indian and Alaska Native Tribal organizations, and two organizations serving Native Hawaiians, plus thousands of service providers, adult care centers, caregivers, and volunteers.

Area Agency on Aging – Under the Older Americans Act, the Administration on Aging distributes funds for various aging programs through state agencies on aging with in turn fund local area agencies on aging. Area Agencies on Aging address the concerns of older Americans at the local level. They play an important role in identifying community and social service needs and assuring that social and nutritional supports are made available to older people in communities where they live. In most cases, Area Agencies on Aging do not provide direct services. Instead, they subcontract with other organizations to facilitate the provision of a full range of services for older people.

Area Agency on Aging (AAA) Food Service Standard Operating Procedures Manual – A procedures **m**anual developed between Los Angeles County Area Agency on Aging and Consulting Nutritional Services (CNS) that reflects current regulatory standards based on the 2005 Food Code and regulations outlined in the Older Americans Act. The manual serves as a critical step in standardizing the protocol that ensures food safety and sanitation throughout the Elderly Nutrition Program.

Assessment – A comprehensive and functionally oriented evaluation of the potential client's situation and needs.

Body Mass Index (BMI) – A number calculated from a person's weight and height. BMI provides a reliable indicator of body fatness for most people and is used to screen for weight categories that may lead to health problems.

Exhibit P

DEFINITIONS

California Department of Aging (CDA) – CDA administers programs that serve Older Adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. The Department administers funds allocated under the federal Older Americans Act, the Older Californians Act, and through the Medi-Cal program. CDA contracts with the network of Area Agencies on Aging, who directly manage a wide array of federal and state-funded services that help older adults find employment; support older and disabled individuals to live as independently as possible in the community; promote healthy aging and community involvement; and assist family members in their vital care giving role.

California Department of Social Services (CDSS) - CDSS is responsible for the oversight and administration of programs serving California's most vulnerable residents. CDSS serves, aids, and protects needy and vulnerable children and adults in ways that strengthen and preserve families, encourage personal responsibility, and foster independence."

California Department of Public Health – The California Department of Public Health is dedicated to optimizing the health and well-being of the people in California from protecting newborns through genetic screening to ensuring senior citizens' golden years are safe by licensing care facilities. Services include: 1) Monitoring health status to identify community health problems including health disparities; 2) Detecting and investigating health problems and health hazards in the community; 3) Informing, educating, and empowering people and organizations to adopt healthy behaviors to enhance health status; 4) Partnering with communities and organizations to identify and solve health problems and to respond to public health emergencies; 5) Developing and implementing public health interventions and best practices that support individual and community health efforts and increase healthy outcomes; 6) Enforcing laws and regulations that protect health and ensure safety; 7) Linking people to needed personal health services and ensuring the provision of population-based health services; 8) Evaluating effectiveness, accessibility, and quality of public health services, strategies, and programs; and 9) Researching for insights and innovative solutions to public health problems.

California Department of Public Health California Retail Food Code (CRFC) – California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et. Seq., California Health and Safety Code to assure the people of California that the food will be pure, safe, and unadulterated. The purpose of the CRFC is to safeguard public health and provide to consumers food that is safe, unadulterated, and honestly presented through adoption of science-based health and sanitation standards for retail food facilities.

Exhibit P

DEFINITIONS

Caterer – A successful bidder who has signed a 3rd party agreement to provide congregate and/or home-delivered meals for the nutrition project.

Central Kitchen – A kitchen operated by the nutrition project.

Certified Professional Food Safety (CP-FS) Certificate – A certificate for passing an exam that integrates food microbiology, HACCP principles and regulatory requirements into questions that test problem solving skills and knowledge. The Certified Professional Food Safety Certificate is for food safety professionals and is designed for individuals within the public and private sectors whose primary responsibility is the protection and safety of food.

Client – For the purposes of this Contract, the Client is an Older Individual (age 60 and above.

Closeout Report – A report due at the end of the fiscal year which documents the results of the activities performed.

Commission on Dietetic Registration (CDR) – The credentialing agency of the Academy of Nutrition and Dietetics (A.N.D.)

Congregate Meals – These meal programs provide mobile older adults (sixty (60) years of age or older in a group setting with free or low cost, nutritionally sound meals served five days a week in easily accessible locations. Besides promoting better health through improved nutrition, meal programs provide daily activities and socialization for participants which help reduce the isolation of old age. Nutrition Services include: procurement, preparation, transportation and the serving of meals.

Congregate Meal Site – A location where congregate meals are served by an ENP Contractor.

Contractor – means an entity under contract with the AAA.

Contractor's Authorized Representative – The individual who has been given written authorization through a resolution, order or motion from Contractor's governing body to act on behalf of Contractor and bind the Contractor to the Contract.

Corporation for National and Community Service (CNCS) – A U.S. federal government agency that engages more than five million Americans in service through AmeriCorps, Learn and Serve America, Senior Corps, and other national service initiatives. The agency's mission is to "support the American culture of citizenship, service, and responsibility". While a government agency, CNCS acts much like a foundation and is the nation's largest annual grant maker supporting

DEFINITIONS

service and volunteering. CNCS, formerly known as the "Corporation for National Service" or "CNS," was created as an independent agency of the United States government by the National and Community Service Trust Act of 1993.

Culturally Sensitive – To be aware that cultural differences and similarities exist and have an effect on values, learning, and behavior.

Dietary Guidelines for Americans – The Dietary Guidelines for Americans are the foundation of nutrition education in all FNS nutrition assistance programs. The Dietary Guidelines for Americans are jointly issued and updated every 5 years by the Department of Agriculture (USDA) and the Department of Health and Human Services (HHS). They provide authoritative advice about consuming fewer calories, making informed food choices, and being physically active to attain and maintain a healthy weight, reduce risk of chronic disease, and promote overall health. Recommendations from the Dietary Guidelines for Americans are intended for Americans ages 2 years and over, including those at increased risk of chronic disease. The Guidelines encourage Americans to focus on eating a healthful diet — one that focuses on foods and beverages that help achieve and maintain a healthy weight, promote health, and prevent disease.

Dietary Reference Intakes (DRI) – A system of nutrition recommendations from the Institute of Medicine (IOM) of the National Academies (United States). The DRI is used in North America by the medical, dietary and food production sectors.

Elderly Nutrition Program – means a program which provides nutrition services as authorized by the Older Americans Act of 1965, as amended, and which shall be provided in accordance with the provisions of this Article.

Elderly Nutrition Program Congregate Meals – These meal programs provide mobile older adults (sixty (60) years of age or older in a group setting with free or low cost, nutritionally sound meals served five days a week in easily accessible locations. Besides promoting better health through improved nutrition, meal programs provide daily activities and socialization for participants which help reduce the isolation of old age. Nutrition Services include: procurement, preparation, transportation and the serving of meals.

Elderly Nutrition Program Contractor - An entity providing nutrition services. The provider may either be an AAA providing nutrition services directly with California Department of Aging approval or an entity under contract with an AAA to provide nutrition services.

Fiscal Year (FY) – The twelve (12) month period beginning July 1st and ending the following June 30th.

DEFINITIONS

Focal Point – A focal point is an agency in the community, especially multipurpose senior centers, that has a proven record of providing comprehensive services to older adults.

Food and Drug Administration (FDA) - A federal agency of the United States Department of Health and Human Services, one of the United States federal executive departments. The FDA is responsible for protecting and promoting public health through the regulation and supervision of food safety, tobacco products, dietary supplements, prescription and over-the-counter pharmaceutical drugs (medications), vaccines, biopharmaceuticals, blood transfusions, medical devices, electromagnetic radiation emitting devices (ERED), cosmetics, animal foods & feed[5] and veterinary products.

Food and Nutrition Board (FNB), Institute of Medicine, National Academies – Establishes principles and guidelines of adequate dietary intake such as the Dietary Reference Intakes (DRI).

Food, Nutrition, and Consumer Services (FNCS) - Food, Nutrition and Consumer Services is part of the U.S. Department of Agriculture and works to harness the Nation's agricultural abundance to end hunger and improve health in the United States. Its agencies administer federal domestic nutrition assistance programs and the Center for Nutrition Policy and Promotion, which links scientific research to the nutrition needs of consumers through science-based dietary guidance, nutrition policy coordination, and nutrition education.

Golden Apple Award – An award given to nutrition food staff, including volunteers, who attend all four (4) mandatory training sessions and score 80% or higher on the written test.

HACCP – means Hazard Analysis Critical Control Points.

HACCP Plan – means a written document that delineates the formal procedures for following the HACCP principles that were developed by the National Advisory Committee on Microbiological Criteria for Foods and complies with requirements of Section 114055, Health and Safety Code.

HACCP Principles – means the seven basic steps of HACCP which are:

1. The completion of hazard analysis identification by identifying the likely hazards to consumers presented by a specific food.

2. The determination of critical control points in receiving, storage, preparation, display, and dispensing of a food.

DEFINITIONS

3. The setting of measurable critical limits for each critical control point determined.

4. Developing and maintaining monitoring practices to determine if critical limits are met.

5. Developing and utilizing corrective action plans when failure to meet critical limits is detected.

6. Establishing and maintaining a record keeping system to verify adherence to a HACCP plan.

7. Establishing a system of audits to:

    A. Initially verify the effectiveness of the critical limits set and appropriateness of the determination of critical control points.

    B. Periodically verify the effectiveness of the HACCP plan.

Home-Delivered Meals – Sometimes referred to as "meals on wheels," home-delivered meals are hot and/or frozen nutritious meals delivered to homebound persons who are unable to prepare their own meals and have no outside assistance. The Program ensures that nutritious meals are delivered/provided in home environment settings to persons sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These Services include: procurement, preparation, service and delivery of meals.

Home-Delivered Meals Route – a route an ENP Contractor provides home-delivered meals to eligible clients.

Institute of Medicine, National Academy of Medicine – The National Academy of Medicine, known as the Institute of Medicine (IOM) until June 30, 2015, is an American non-profit, non-governmental organization founded in 1970, under the congressional charter of the National Academy of Sciences.[2] It is part of the United States National Academies, which also includes: the National Academy of Sciences (NAS), National Academy of Engineering (NAE), and the National Research Council (NRC). Its purpose is to provide national advice on issues relating to biomedical science, medicine, and health, and its mission to serve as adviser to the nation to improve health. It works outside the framework of the U.S. federal government to provide independent guidance and analysis and relies on a volunteer workforce of scientists and other experts, operating under a formal peer-review system. The academy aims to provide unbiased, evidence-based, and authoritative information and advice concerning health and science policy to policy-makers, professionals, leaders in every sector of society, and the public at large.

DEFINITIONS

Meal Component System - A food preparation method and system comprising a tray having at least two distinctly shaped cavities for storing and reheating meal components.

Monthly Summary Report – A report submitted to County each month with a detail of Contractor's monthly service activities.

MyPlate – The graphical representation of the government food guidelines.

National Restaurant Association – A restaurant industry business association in the United States, representing more than 380,000 restaurant locations whose mission is to help our members build customer loyalty, rewarding careers and financial success.

National Sanitation Foundation (NSF) – A non-profit, non-governmental organization dedicated to developing standards, product certifications and risk-management practices for public health and safety. NSF focuses primarily on food, water, indoor air quality and the environment while developing its standards.

Nutritional Analysis – The process of determining the nutritional content of foods and food products.

Nutritional Counseling – means provision of individualized advice and guidance to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use, or chronic illnesses, about options and methods for improving their nutritional status, performed by a registered dietitian in accordance with Sections 2585 and 2586, Business and Professions Code.

Nutrition Education – Means informing recipients of congregate and home-delivered meals about current facts and information, which will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.

Nutrition Education Group Sessions – Nutrition education presented to three (3) or more Clients, for a maximum of one (1) hour per session. This includes sessions at ENP Congregate Meal Sites that incorporate instructional tools/materials such as audio-visual presentations, lectures, newsletters, posters, displays, etc.

Nutrition Intervention Follow-Up Services – Telephonic or in person contact from a Registered Dietician (RD) to encourage and foster responsibility for an individualized plan of action in order to correct negative eating patterns and habits to treat an existing condition and promote health.

DEFINITIONS

Nutrition-related Supportive Services – Outreach, transportation, food shopping assistance, and escort of a participant to nutrition sites.

Nutritional Risk Score (NRS) – The NRS is a numerical representation of a Client's level of general nutritional health as determined by the NSI checklist.

Nutrition Screening Index (NSI) – A screening tool to help identify elderly persons who are malnourished or at risk of malnutrition.

Nutrition Screening – means completion of a nutrition-screening checklist by eligible individuals to determine if they are at nutrition risk. A nutrition-screening checklist is a federal public information collection requirement in the National Aging Program Information System (NAPIS), found in the Federal Register, Volume 59, No. 188, September 29, 1994.

Nutrition Services – means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites or in their homes.

Older Adult / Individual – An individual who is 60 years of age or older.

Older Americans Act - The first federal level initiative aimed at providing comprehensive services for Older Adults. The Older Americans Act funds services that keep Older Adults healthy and independent such as home-delivered and congregate meals, family caregiver support, in-home assistance, etc.

Outcome Measures – Outcome measures are results oriented and look at whether the program has been effective in achieving its goals.

Output Measure - The quantitative representation of the output (benefit/service) provided to the Older Individual; this measurement forms the basis upon which reimbursement is made to the Contractor.

Outreach – Defined as actively providing and disseminating Program information to the public on what Program Services may be available to potential eligible Clients and shall also market the Program Services to all ethnic groups in each Supervisorial District in which the Program Services are being provided.

Quality Assurance Committee – A committee that meets monthly at each Congregate Meal Site to ensure that proper food preparation and meal service procedures are being followed, that the quality of the food is consistent, and that Client satisfaction is being measured.

Reassessment - Nutrition Reassessment is a formalized method of documenting and analyzing changes to the Client during the period since the previous Nutrition

DEFINITIONS

Assessment and assuring the Services provided by the Contractor are reducing the Client's nutritional risk.

Registered Dietitian – means a person who shall be both:

1. Qualified as specified in Sections 2585 and 2586, Business and Professions and,

2. Registered by the Commission on Dietetic Registration.

Research Evidence (SNAP-Ed) – Relevant rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence

Service(s) – The specific tasks to be provided (or the work to be performed) by Contractor under the terms of the Contract as described in Exhibit A (Statement of Work).

Servsafe Course – National Restaurant Association's ServSafe food safety and sanitation course.

Supplemental Nutrition Assistance Program Education Guidance Nutrition Education and Obesity Prevention Grant Program (SNAP Ed.) – A grant funded by the United States Department of Agriculture (USDA) and administered through the California Department of Aging (CDA) that provides nutrition education and obesity prevention interventions to low-income older adults at eligible Older Americans Act (OAA) Title IIIC Congregate Meal sites throughout the County. The goal of SNAP-Ed is to promote healthy eating and active living by increasing the knowledge and behaviors of low-income older adults to make healthy food choices within their limited budget. SNAP-Ed utilizes evidence-based nutrition education and physical activity interventions to encourage more active lifestyles to reduce sedentary behavior and increase access to healthy food based on the current *Dietary Guidelines for Americans and MyPlate.*

SNAP Ed. Activity – 1) Individual or group-based nutrition education, health promotion, and intervention strategies; 2) Comprehensive, multi-level interventions at multiple complementary organizational and institutional levels; and 3) Community and public health approaches to improve nutrition.

Office of Management and Budget Uniform Administrative Requirements for Federal grants – Streamlined updated version of the former OMB guidelines.

DEFINITIONS

Unit of Measurement – The quantitative representation of the output (benefit/service) provided to the Older Individual; this measurement forms the basis upon which reimbursement is made to the Contractor.

Unit Rate – The amount that is reimbursable by the Program for each Unit of Measurement provided by the Contractor.

Unit of Service – A measure of output (benefit/service) expressed as a meal served and/or telephone reassurance call(s) to the Older Individual.

U.S. Department of Agriculture – Governmental agency that provides leadership on food, agriculture, natural resources, rural development, nutrition, and related issues based on sound public policy, the best available science, and efficient management.

USDA Dietary Guidance – Science-based nutrition guidance for Americans to promote healthy lifestyles and dietary habits including authoritative advice about consuming fewer calories, making informed food choices, and being physically active to attain and maintain a healthy weight, reduce risk of chronic disease, and promote overall health.

Volunteer – Means an individual who performs hours of service for civic, charitable or humanitarian reasons without promise, expectation or receipt of compensation for services rendered.

Western Association of Schools and Colleges - The Western Association of Schools and Colleges (WASC) is one of six (6) official academic bodies responsible for the accreditation of public and private universities, colleges, secondary and elementary schools in the United States and foreign institutions of American origin.

Women Infants, and Children (WIC)- The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides Federal grants to States for supplemental foods, health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk.

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 Contractor.

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 Contractor's accounting and financial reporting systems. Contractor certifies that throughout the entirety of this Contract, it shall maintain the required level of staffing as outlined in this Contract. Therefore the internal control standards described herein are those that apply to Contractor's organization and Contractor shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Contractor's subcontractors must also follow these standards unless otherwise stated in this Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractor shall maintain written financial and accounting procedures which incorporate Generally Accepted Accounting Principles and Contractor shall adhere to the requirements set forth therein. Contractor 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 Contractor 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 Contractor 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 Contract Fiscal Year to the extent goods and Services are received or are applicable to that Fiscal Year.

2.0 Accounting System

Contractor shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. Contractor shall also maintain a Payroll Register. Postings to the General Ledger and Journals shall be made at least on a monthly basis. Contractor 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.

Example:	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 Sub-sections 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 Contractor's programs (both County and non-County programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- County recommends that Contractor use the expense account titles on the monthly invoice submitted to County.

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

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

2.6 Payroll Register

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

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

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

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

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

2.7 Contractor Invoices

Contractor 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 Contract. At the discretion of County, Contractor 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 Contractor'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 II.C (Loss, Destruction or Theft of Assets). Contractor 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. Contractor 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 Contractor 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 Contractor's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in 2 CFR 200.302, 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 Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

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 Contract Funds. Unsupported disbursements will be disallowed upon audit. Contractor 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) Contractor shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.**

Supporting documentation is required for various types of expenditures. Contractors shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided Contractor 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, Contractor's personnel file shall contain proof that employees have the required licenses/certifications.

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

Travel – prior, written approval from County's Project Director for travel expenses related to providing Services under this Contract; written travel policies of Contractor; 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, Contractor shall at a minimum retain conference literature, including but not necessarily limited to, agendas and handouts detailing the purpose of the conference, as part of Contractor's documentation of the propriety of the travel expenditure, and its applicability to the Work performed by Contractor hereunder.

Reimbursement rates for mileage shall not exceed applicable County guidelines.

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

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

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Contractor shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. Contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, Contractor 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 Contractor by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into Contractor bank account. Contractor 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 Contract. 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 <u>Payments to Affiliated Organizations or Persons</u>

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Contractor shall complete a disclosure statement identifying the nature of the affiliated, or related organization/persons.
Contractor shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to Contractor or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Contract. 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 **Contractor's** books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on Contractor'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 Contract must be utilized on allowable Contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is County program funds, shall be deemed

restricted revenue that must be utilized on allowable expenditures, or returned to County.

5.0 Audits

For routine audits and inspections, Contractor 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 Contract and for the authorized retention period outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract, 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 Contractor's fiscal operations and contract compliance at any time, without prior notice to Contractor 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 Contractor's assets from misappropriations, misstatements or misuse. Contractor shall prepare necessary written procedures establishing internal controls for its staff. Contractor 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 Contract Funds shall be maintained in a bank account. Contract Funds shall be used exclusively for Services funded under this Contract and shall not be commingled with any other monies of Contractor. 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 Contractor can establish that a larger limit is warranted, Contractor may request authorization from County to increase the limit to an amount greater than $500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable). Contractor 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 Contractor's accounting records.

1.4 Bank Reconciliations

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

Monthly bank reconciliations should be prepared 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 Contractor'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 Contractor (e.g., postage due, small purchases of office supply items, etc.). Contractor must obtain prior written approval from County’s Project Director 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 Contractor issued credit cards and an employee's personal credit card used on behalf of Contractor, should be limited to purchases where established purchasing and disbursement practices are not suitable.

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

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

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

3.0 Timekeeping

3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent Contractor utilizes electronic timecards and time reports, Contractor must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time

reports are used, Contractor's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Contractor's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

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

Contractor shall not pay any salaries which are higher than those authorized in this Contract, or the Exhibits thereto, including this Exhibit Q.

When this Contract is for **Workforce Investment Act Program Services**, Contractor shall adhere to Public Law 109-234, as provided by the

Employment Development Department (EDD) through its issuance of a directive. Contractor shall obtain the most current version of EDD's directive on salary and bonus limitations on-line using the following Website address: http://www.edd.ca.gov/JobsandTraining/ActiveDirectives.htm.

For purposes of establishing a reasonable level of compensation for Contractor'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 contract or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

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

The salary expense of salaried employees working on more than one (1) contract 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.

Contractor shall not make retroactive salary adjustments for any employee without prior written approval from County's Project Director.

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 contractors who handle cash or have access to Contractor's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Paragraph 8.25 (Insurance Coverage) of this Contract.

C. COST PRINCIPLES

1.0 Policy

It is the intent of County to provide funds to Contractor for the purpose of providing Services required by this Contract. Contractor shall use these Contract Funds 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 Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

1.1 Contractor is responsible for obtaining the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), which is available on-line at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

1.2 Limitations on Expenditures of Contract Funds

Contractor shall comply with this Contract and the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.). The Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), defines 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 Contractor is unsure of the allowability of any particular type of cost or individual cost, Contractor should request advance written approval from

County's Project Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Contract, Exhibit A (Statement of Work), this Exhibit Q, and Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), shall be resolved by giving precedence as follows:

- Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.)
- Contract
- Exhibit A (Statement of Work)
- Exhibit Q (Accounting, Administration and Reporting Requirements)

1.3 Expenses Incurred Outside the Contract Period

Expenses charged against Contract Funds may not be incurred prior to the effective date of this Contract, or subsequent to this Contract's expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Contract may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Contract between Contractor and County are not allowable. Expenses charged against Contract Funds 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 Exhibit X; (Budget).

1.5 Unspent Funds

Contractor shall return any unspent Contract Funds to County unless otherwise permitted by this Contract. In addition, County will determine the disposition of unspent Contract Funds upon expiration or termination of this Contract 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 Contractor provides services in addition to the Services required under this Contract, Contractor shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), Contractor shall define its allocable expenses as either direct or indirect costs (as defined in Sub-sections 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.

Contractor 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 Contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of Contractor'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 Contractor'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 subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), describes 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 Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all

allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

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

Direct Allocation Method

This method can also be used when Contractor'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 Contractor'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

Contractor has the option of negotiating an indirect cost rate or rates for use on all its Federal programs. Contractor must submit a Cost Allocation Plan to the Federal agency providing the majority of funds to Contractor's organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If Contractor has a Federally approved indirect cost rate, Contractor shall submit a copy of the approval letter to County's Contract Project Monitor upon request.

D. UNALLOWABLE COSTS

Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200.421 et seq.) addresses the allowability of a variety of different costs. 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, Contractor shall not use Contract Funds to repay disallowed costs.

E. REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE

1.0 Contractor 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. Contractor shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any subcontractors when that fraud affects its Contract 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 Contractor'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 Contract 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
E-Mail Address:	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 Contractor's non-compliance with the requirements of this Contract. Areas of Contractor's non-compliance include, but is not limited to, the following:

- Contractor's Project Manager or other staff not responding to messages/requests from County staff.
- Contractor's Project Manager or other staff does not attend trainings/meetings required by County.
- Contractor staff changes without prior notification to County.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports/documents or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in this Contract.

4.2 County's Contract Project Monitor shall maintain the UCR, and it will be used to evaluate Contractor's performance of the requirements of this Contract in addition to being used as the basis for placing Contractor on probation, suspending payment, suspending this Contract, terminating this Contract or any other remedies that are available in this Contract. The UCR may also be used during County's solicitation process to evaluate Contractor's past performance on this Contract in addition to being used when Contractor requests a reference from County for purposes of applying for other grants.

EXHIBIT R (JOINT FUNDING REVENUE DISCLOSURE)

List all revenue coming to Contractor (including foundation grants and donations). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
PAGE TOTAL			
GRAND TOTAL OF ALL PAGES			

Contractor's Name

Contract Number

Name of Preparer (Print)

Date Prepared

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
PAGE TOTAL			

EXHIBIT S (PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)

I. GOVERNING REGULATIONS AND POLICIES

A. If this Contract indicates that Contractor may purchase Fixed Assets, Non-Fixed Assets and Supplies using Contract Funds, pursuant to Paragraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies), Contractor shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Contract Funds (i.e., Federal, State or County/local monies), Contractor 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 The requirements of this Exhibit S

2.0 Administrative requirements, procurement standards and cost principles outlined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

3.0 Additional requirements which may be communicated to Contractor through County memorandum, directives, Change Notices, Contract Amendments, etc.

B. Throughout this Exhibit S, references will be made to Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.). These references shall mean that Contractor shall follow the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.) that apply to Contractor based on the type of Program being funded through this Contract (e.g., Area Agency on Aging Programs, Workforce Investment Act Programs, etc.) and the type of entity that best describes Contractor'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, Contractor shall exercise the same due diligence and care required for the purchase, inventory

and disposal of Fixed Assets and Non-Fixed Assets when Contractor uses Contract Funds 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 Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.)., the conflict shall be resolved by giving precedence to the governing Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

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. which are not consumed/sold during the normal course of Contractor's business under this Contract.

1.2 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 Has a normal useful life of at least one (1) year.

1.4 Is used to conduct Contractor's business in the performance of the Work required under this Contract. Such asset must provide a direct benefit to the Program and Services.

1.5 Is either purchased with Contract Funds and/or was acquired by Contractor under a Predecessor Agreement(s) for the same/similar purpose as this Contract. Such purchases must be allowable and allocable under the requirements of this Contract. For purposes of this Contract, a Predecessor Agreement(s) shall mean a contract between County and Contractor that was executed prior to this Contract for the same/similar Program Services as this Contract, and such contract has expired or terminated.

1.6 Must be ordered or purchased prior to the last three months of the Contract Term, unless the acquisition is pre-approved by County.

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 Sub-section II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc.

1.2 Has a unit acquisition cost that is less than $5,000 but is at least $500, or has a unit acquisition cost that is less than $5,000 but is at least $300 if it was purchased under a Predecessor Agreement(s).

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 Has a normal useful life of over one (1) year.

1.4 Is used to conduct Contractor's business in the performance of the Work required under this Contract. Such asset must provide a direct benefit to the Program and Services.

1.5 Is either purchased with Contract Funds and/or was acquired by Contractor under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Contract.

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 Sub-

section II.A (Fixed Asset), herein, and Sub-section 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 Area Agency on Aging (AAA) Programs, Adult Protective Services Program, Dispute Resolution Program and Workforce Investment Act (WIA) 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 Sub-section 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.

2.2 Requirements Exclusive to Community Services American Indian Block Grant Program

2.2.1 For purposes of the Community Services American Indian Block Grant Program, Improvements and Betterments shall only include low-cost residential weatherization or other energy-related home repairs.

2.2.2 Such Improvement or 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 Sub-section II.A (Fixed Asset), herein.

2.2.3 The purchase or improvement of land or the purchase, construction or permanent improvement of any building or other facility except as provided in this Sub-section II.D.2.2, herein, is strictly prohibited.

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, or less than $300 if purchased under a Predecessor Agreement(s).

1.3 Are necessary for Contractor to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.

1.4 Are either purchased with Contract Funds and/or were acquired by Contractor 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, Contractor 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, Contractor 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 Contract, Contractor is responsible for the replacement or repair of Assets until Contractor 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 Contractor shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

4.0 Contractor shall use Assets and Supplies for the purpose for which they are intended under this Contract. When no longer needed for that purpose, Contractor shall treat them as

prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.

5.0 Contractor 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 Contract for that use.

C. Loss, Destruction or Theft of Assets

1.0 Contractor shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Contractor shall report such loss, destruction or theft as follows:

1.1 Contractor 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 Contractor shall notify County's Project Director by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Contractor shall prepare an Incident Report, as described below, which shall be provided to County's Project Director.

1.3 Incident Report

1.3.1 At a minimum, Contractor'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 Contractor shall retain the Incident Report pursuant to the record retention requirements outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

2.0 Contractor 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 Contract Funds, if any, and/or with Contractor's required matching contributions may not be depreciated or capitalized.

B. Any Asset purchased with the non-Federal portion of Contract Funds, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Contractor'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 Contractor 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 Contractor.

V. TITLE TO ASSETS

A. Assets Purchased with Contract Funds

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 Contract).

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 Contract Funds. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.

2.0 Vehicles shall be registered only in the name of Contractor. Such registration applies to all vehicles which are purchased with Contract Funds as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.

D. Throughout the entire term of this Contract, Contractor shall adhere to the following:

1.0 Contractor shall provide current, ongoing and adequate insurance covering all vehicle drivers pursuant to Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of this Contract.

2.0 Contractor 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 Fixed Assets for Adult Protective Services Program, Community Services American Indian Block Grant Program and Dispute Resolution Program

1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use more than $5,000 of Contract Funds to purchase the Fixed Asset.

2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

3.0 Contractor shall submit a written request to County's Project Director to obtain authorization to purchase such Fixed Asset. Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.

4.0 Upon receiving written approval from County, Contractor shall ensure that all Fixed Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.

5.0 County's approval of Contractor's Budget (as defined in Exhibit P (Definitions)) does not constitute approval for Contractor to purchase the Fixed Asset. Once all written approvals have been received, Contractor shall then include the Fixed Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Contractor intends to purchase an item, which costs $5,700 and otherwise meets the definition of a Fixed Asset, and Contractor will use $2,500 of Contract Funds to purchase this Fixed Asset, prior approval is not required.

6.2 If Contractor intends to purchase an item, which costs $5,700 and otherwise meets the definition of a Fixed Asset, and Contractor will use $5,700 of Contract Funds to purchase this Fixed Asset, prior written approval is required.

B. Necessary Prior Approval to Purchase Assets for Area Agency on Aging (AAA) Programs

1.0 Prior to purchasing or acquiring any Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use more than $500 of Contract Funds to purchase the Asset.

2.0 Prior approval is not required for the purchase of Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

3.0 Contractor shall submit a written request to County's Project Director to request authorization to purchase such Asset. Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.

4.0 Upon receiving written approval from County, Contractor shall ensure that all Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Asset is purchased.

5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Asset. Once all written approvals have been received, Contractor shall then include the Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Contractor intends to purchase an item which costs $475 and Contractor will use $475 of Contract Funds to purchase this item, prior approval is not required.

6.2 If Contractor intends to purchase an item, which costs $550 and Contractor will use $500 of Contract Funds to purchase this item, prior written approval is required.

C. Necessary Prior Approval to Purchase Fixed Assets for Workforce Investment Act (WIA) Programs

1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use any portion of Contract Funds to purchase the Fixed Asset.

2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in

accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

3.0 Contractor shall submit a written request to County's Project Director following the instructions provided in WIA Directive number D-DWA-04-024/D-YTH-04-08 (dated August 24, 2004). Copies of this Directive are available on the Work Source California website, which may be accessed using the following address: http://www.worksourcecalifornia.com/information/wib LAcounty.htm (there is an underscore between *wib* and *LAcounty*).

4.0 Upon receiving written approval from County, Contractor shall ensure that all Fixed Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.

5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Fixed Asset. Once all written approvals have been received, Contractor shall then include the Fixed Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Contractor intends to purchase an item which costs $4,500 and Contractor will use $4,500 of Contract Funds to purchase this item, prior approval is not required.

6.2 If Contractor intends to purchase an item which costs $5,100 and Contractor will use $4,500 of Contract Funds 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 Adult Protective Services Program, Community Services American Indian Block Grant Program, Dispute Resolution Program and WIA Programs

1.0 Contractor 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). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.

2.0 Contractor shall contact County's Project Director to obtain specific instructions on how to request prior approval from County, and Contractor 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, Contractor shall send a written notification to County's Project Director attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Paragraph 7.5 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Contract.

4.0 Upon receipt of written approval from County, Contractor 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 AAA Programs

1.0 Contractor 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, or $300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.

2.0 Contractor shall contact County's Project Director to obtain specific instructions on how to request prior approval, and Contractor shall adhere to all County and State requirements for the disposal of these Assets.

3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Project Director attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Paragraph 7.5 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Contract.

4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

C. Necessary Prior Approval to Use Program Income from Sales Revenue

1.0 Contractor 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 Contractor shall contact County's Project Manager to obtain specific instructions on how to request prior approval from County, and Contractor 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, Contractor shall exercise due diligence in the purchase of Supplies when specific requirements related to Supplies are not addressed.

B. Cost Requirements

1.0 Contractor 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. Contractor shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.

2.0 Contractor shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.

3.0 Contractor shall avoid purchasing unnecessary or duplicative items. Contractor 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 Contractor 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 Contractor as well as any charges for taxes, delivery/shipping, etc.

5.0 Contractor shall only charge the true actual cost of the Asset to this Contract. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Contract shall not be charged by Contractor to another grant, program or contract.

C. Competitive Procurement

1.0 Contractor shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

.

2.0 Contractor 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 Contractor shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.

4.0 Contractor or Contractor'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 Contractor 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 the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.) 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 Contractor 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 Contractor 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 Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

D. Procurement Instrument

1.0 Contractor shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price contracts, cost reimbursable contracts, etc.

2.0 Contractor 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 Contractor 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 Contractor shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).

3.0 Contractor shall maintain documentation of its cost/price analysis and any sole source procurement.

4.0 Contractor’s Budget

4.1 Contractor shall report Assets purchased with Contract Funds on the Budget. Prior to reporting Assets on the Budget, Contractor 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 Contractor 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. Contractor 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, Contractor shall submit a Budget Modification to County’s Project Director before the end of the Fiscal Year pursuant to Paragraph 9.9 (Modifications) of this Contract.

5.0 Additional Documentation Requirements for AAA Programs

5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:

5.1.1 Contractor 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 Project Director at the same time that Contractor 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 Contract Funds and/or with any required Contractor matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR ASSETS

A. The following requirements are applicable only to Assets. However, Contractor shall exercise reasonable care in the maintenance and tracking of Supplies.

B. Asset Bar Code Identification Tags

1.0 Contractor 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 Contractor shall notify County's Project Director to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Contractor 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, Contractor shall conduct a physical inventory of all Assets and shall document its activities. Contractor shall

reconcile the results with Contractor's Asset accounting and inventory records.

2.0 Contractor 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, Contractor shall verify the existence, current utilization and continued need for Assets.

4.0 Contractor shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Contractor shall remove these Assets from its accounting and inventory records. Contractor shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

D. Inventory Reporting Using the Inventory Control Form and/or Inventory Letter

1.0 Annually, Contractor shall prepare a written report of all Assets, and shall submit such report to County's Project Director using the information provided herein.

1.1 Reporting Cumulative Assets

1.1.1 At the beginning of each Fiscal Year, Contractor shall prepare a cumulative report of all Assets which are currently in Contractor's possession. In the event that Contractor has properly disposed of Assets (according to the procedures outlined in this Exhibit S) then Contractor shall exclude those disposed Assets from this cumulative inventory report. Contractor shall use Exhibit T (Inventory Control Form), as described in Sub-section IX.D.2.0 (Inventory Control Form), herein, as the mechanism to report these Assets.

1.2 Reporting Current Fiscal Year Assets

1.2.1 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Contractor shall complete its report of all

Assets purchased during that Fiscal Year (please refer to Appendix C (Sample Contract) for additional details on the Closeout process).

1.2.2 During any Fiscal Year in which Contractor does not purchase any Assets, Contractor shall prepare an Inventory Letter in lieu of completing the Inventory Control Form, as described in Subsection IX.D.3.0 (Inventory Letter), herein.

2.0 Inventory Control Form

2.1 On an annual basis or more frequently as requested by County, Contractor shall complete Exhibit T (Inventory Control Form) to report its Assets and shall submit it to County's Project Director.

2.2 Contractor shall maintain supporting records for all Assets reported on the Inventory Control Form including, but not limited to, receipts of purchase, purchase orders, etc.

2.3 County may require Contractor to submit such supporting records, which must be placed in sequential order (to match the order of the Assets listed on the Inventory Control Form), with the completed Inventory Control Form.

2.4 Contractor shall ensure that the information on the supporting records match the information reported on the Inventory Control Form.

2.5 Contractor shall complete the Inventory Control Form by reporting the following Assets:

2.5.1 Assets purchased during prior Fiscal Years.

2.5.2 Assets purchased under a Predecessor Agreement(s).

2.5.3 Assets which County has not authorized Contractor to dispose of (i.e., Contractor shall report all Assets on the Inventory Control Form until the final disposition procedures have been completed for each Asset).

2.6 If Contractor has multiple contracts with County, Contractor shall use a separate Inventory Control Form to report Assets for each contract.

3.0 Inventory Letter

3.1 On an annual basis or more frequently as requested by County, Contractor shall prepare the Inventory Letter, and shall submit it to County's Project Director. The Inventory Letter shall adhere to the following:

3.1.1 It shall indicate that no Fixed or Non-Fixed Assets were purchased using Contract Funds during the prior Fiscal Year (and shall list the full term of the Fiscal Year; for example, July 1, 20XX – June 30, 20XX).

3.1.2 It shall include Contractor's name, Contract number and the name of the Program.

3.1.3 If Contractor has multiple Program components, Contractor shall prepare a separate Inventory Letter to report that no Assets were purchased for each Program component. For purposes of this Contract, the Program component is defined as the Work to be provided under this Contract which:

3.1.3.1 Has its own defined Services, Clients and other specific requirements as outlined in Exhibit A (Statement of Work); and,

3.1.3.2 Is funded with its own share of the Contract Funds.

3.1.4 The Inventory Letter shall be signed and dated by Contractor's Authorized Representative.

X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

A. The following requirements are applicable to both Assets and Supplies. Additionally, Contractor shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Contractor 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, Contractor may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

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 Contract, termination of the Program, dissolution of Contractor's operations, or other similar circumstances.

3.0 Contractor 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 Contractor. 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: Contractor employees; Contractor employees' family members; entities that conduct business or have a relationship with Contractor; Clients; etc.

E. Disposition of Assets upon Dissolution of Contractor's Operations, Expiration or Termination of Contract 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 Contractor's operations

1.2 Upon expiration or termination of this Contract

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 Contractor shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Project Director within the timeframe designated by County.

4.0 County reserves the right to require Contractor to transfer such Assets to another entity, including, but not limited to, State, County or another contractor.

5.0 To exercise the right referenced in Sub-section X.E.4.0, herein, County will issue specific written disposition instructions to Contractor no later than ninety (90) days after expiration or termination of this Contract, notification of Contractor's dissolution or termination of the Program.

F. Supplies

1.0 Contractor 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 Contractor shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.

2.0 Contractor 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, Contractor may sell Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.

2.0 Contractor 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 Contractor 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 Contractor 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, Contractor shall prepare an updated Inventory Control Form and submit it to County's Project Director within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.

5.0 Contractor 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 Project Director 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 Sub-sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.

2.0 Contractor shall transfer Assets according to this order:

2.1 To another program providing the same or similar service as that provided under this Contract.

2.2 To a Federally or State-funded program.

3.0 After the transfer of an Asset, Contractor shall prepare an updated Inventory Control Form and shall submit it to County's Project Director within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.

4.0 Contractor shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Contractor shall forward copies of these receipts to County's Project Director 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 Sub-sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.

2.0 To donate Assets, Contractor shall:

2.1 Prepare an updated Inventory Control Form and submit it to County's Project Director 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 Project Director along with the completed Inventory Control Form.

2.3 Obtain liability waiver(s) for donated items. Contractor 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 Contractor 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 Contractor 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. Contractor shall be under a continuing obligation throughout the entire term of this Contract to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

B. Contractor's non-compliance with these requirements shall subject Contractor 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 Paragraph 9.19 (Remedies for Non-Compliance) in this Contract. 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 Contractor to remit payment for Assets which are not properly disposed or inventoried

3.0 Remove those Assets from Contractor which are not properly maintained pursuant to the requirements outlined herein.

XII. RECORDKEEPING

A. Contractor 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 Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

B. Contractor shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.

County Asset Bar Code ID Number	Funding Source (If multiple funding sources, indicate % split)	DESCRIPTION				Location of Asset	Assigned to (Name of Person)	Cond. of Asset*	Purchase Order No.	No. of Units	DATE		COST	
		Type	Brand	Model	Serial No.						Purchased	Acquired	Unit	Purchased

*** Provide condition of the asset upon its disposal, transfer or as requested by County. Condition descriptions: V=Very Good; G=Good; F=Fair; P=Poor; S=Salvage/disposed**

EXHIBIT T (INVENTORY CONTROL FORM)

County Asset Bar Code ID Number	Funding Source (If multiple funding sources, indicate % split)	DESCRIPTION				Location of Asset	Assigned to (Name of Person)	Cond. of Asset*	Purchase Order No.	No. of Units	DATE		COST	
		Type	Brand	Model	Serial No.						Purchased	Acquired	Unit	Purchased

I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this form is correct to the best of my knowledge, and all purchases were made in accordance with the conditions of the Contract and are in compliance with local, State, and federal regulations.

Contractor's Name

Contract Number

Contract Services

Fiscal Year

Completed By

Phone Number

Title

Name of Authorized Representative

Title of Authorized Representative

Authorized Representative's Signature

Date

*** Provide condition of the asset upon its disposal, transfer or as requested by County. Condition descriptions: V=Very Good; G=Good; F=Fair; P=Poor; S=Salvage/disposed**

EXHIBIT U (CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM)

Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **and**

To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **and**

It agrees to comply with County's Defaulted Property Tax Reduction Program during the term of this Contract.

- OR -

☐ It is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

DECLARATION

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

Contractor's Name	Contract Number
Name of Authorized Representative (Print)	Title of Authorized Representative
Authorized Representative's Signature	Date

EXHIBIT V (CONTRACT MANAGEMENT SYSTEM – CONTRACTOR'S GATEWAY TERMS AND CONDITIONS OF USE)

1.0 County has developed the Contract Management System – Contractor's Gateway (hereafter "System"), an automated system designed to electronically manage this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by County.

2.0 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include this Exhibit V (hereafter "Terms and Conditions of Use"), the Contract Management System-Contractor's Gateway User Acknowledgement Agreement ("User Acknowledgement Agreement"), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor's non-compliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of this Contract, and/or other actions which County may take at its sole discretion.

3.0 System Access and Control

3.1. Contractor shall access the System using the following Uniform Resource Locator (URL) link: https://gateway.css.lacounty.gov:4443/OA_HTML/AppsLogin (please note there is an underscore between "OA" and "HTML" in the URL).

3.2. Contractor shall ensure that data that is accessed using County information technology resources must be used for County authorized purposes and must not be disclosed to others without County's prior written authorization or unless required by Federal, State or Program regulations.

3.3. Unauthorized access by Contractor to any County information technology resource, including the System, network, software application programs, data files, and restricted work areas is prohibited.

3.4. Accessing the System During Non-Business Hours

3.4.1. County recommends that Contractor does not access the System during non-business hours in order to allow County to provide technical assistance when requested from Users (who are defined in Section 5.0 (User Accounts), herein).

3.4.2. For purposes of this Terms and Conditions of Use, non-business hours are defined as the days and times that are outside of the traditional work week (where the traditional work week is

recognized as Monday – Friday, 8:00 a.m. to 5:00 p.m.). The traditional work week does not include County-recognized holidays.

3.4.3. Generally, County-recognized holidays are the same as Federally-recognized holidays such as January 1st, July 4th, December 25th, etc. of each year. Contractor may obtain a current list of County-recognized holidays from County's Project Director.

4.0 System Protocols and Security

4.1. Digital communications that occur between Contractor and County within the System are conducted over a secure network, which has been established by County using Secure Socket Layer technology, one of the most robust encryption platforms available.

4.2. The System's URL provides an assurance to County and Contractor that accessing and using the System are done securely. A Web browser in secure mode will display a URL address beginning with "https://" rather than the standard "http://", where the "s" in "https://" stands for "secure".

4.3. County has established these secure, standard protocols which encrypt data across publicly used Internet connections.

4.4. County will make every effort to provide standard Internet-level performance while Users utilize the System. Contractor shall contact County when it experiences any disruptions in services by following the guidelines established in Sub-section 8.2, herein.

5.0 User Accounts

5.1. Designation of Users

5.1.1. Contractor shall designate Contractor Employees (Users) who shall be responsible for operating the System on Contractor's behalf.

5.1.2. For purposes of this Terms and Conditions of Use, a Contractor Employee is defined as a staff member on Contractor's payroll who works on this Contract.

5.1.3. Contractor shall obtain prior approval from County to designate an account for each User who accesses the System. Contractor shall follow the instruction guides/tutorials provided by County and the general guidelines outlined in Sub-section 5.5 (Requesting User Accounts), herein, for requesting, creating and designating User accounts.

5.2. User Account Classification

5.2.1. User accounts are classified as either View-Only or Administrative. Contractor shall designate a classification for each User when requesting approval for a User account.

5.2.2. There are two (2) types of User account classifications:

5.2.2.1. View-Only User: A User who can access the System to view all Contract documents and agency information.

5.2.2.2. Administrative User: A User who can access the System to view all Contract documents and agency information, submit Contract documents to County, update Contractor's administrative information, receive automated System alerts/notices (when designated as the contact person for this responsibility), and perform other functions as defined by County.

5.3. Active and Inactive User Accounts

5.3.1. An active User account is defined as a User who has an approved, current, valid account, which does not have an inactive or termination date in the System. This User can access the System and perform functions based on his/her account classification (as defined in Sub-section 5.2 (User Account Classification), herein).

5.3.2. An inactive User account is defined as a User whose account profile has been assigned an inactive or termination date and User can no longer access the System.

5.4. Contractor shall designate and maintain a minimum of two (2) active Users (up to a maximum of four (4) active Users) at all times as follows:

5.4.1. Contractor shall designate at least one (1) Administrative User at the level of Contractor's Project Director.

5.4.2. Contractor shall designate at least one (1) User who has delegated authority to execute this Contract. This User shall be at the level of the Executive Director and may be classified as either a View-Only User or an Administrative User.

5.4.3. One of the two Users shall be designated as the responsible contact who shall receive and respond to System generated alerts/notices pertaining to Contract Document Deliverables (e.g., insurance certificates, business licenses, permits, etc.).

5.5. Requesting User Accounts

5.5.1. Contractor shall obtain prior approval from County in order to establish User accounts in the System. Contractor shall follow these general guidelines to obtain County's approval:

5.5.1.1. Contractor shall review its Employees, assess each of their responsibilities, and determine which Employee(s) should have a User account in the System.

5.5.1.2. Contractor shall provide the Employee with the User Acknowledgement Agreement, and the Employee shall read and complete the form. Contractor's Authorized Representative shall review and sign the form. Contractor shall ensure that the User Acknowledgement Agreement is completed for each Employee that will receive a User account.

5.5.1.3. Contractor shall ensure that the completed User Acknowledgement Agreement is attached/saved in the System as a Contract Document Deliverable (on the General Page of the Administration tab) prior to requesting and being granted access to the System by County.

5.5.1.4. Contractor shall create a profile for each User in the System.

5.5.1.5. Upon County's receipt of the User profile submitted by Contractor, County will review User's profile and Employee's completed User Acknowledgement Agreement.

5.5.1.6. County will inform Contractor whether the User account has been approved or rejected.

5.5.2. Approved and Rejected User Accounts

5.5.2.1. Upon approval of Contractor's request for a User account, County will provide User with a unique User Name (logon/System identifier) and a default password.

5.5.2.1.1. User shall be responsible for changing his/her password when prompted by the System.

5.5.2.1.2. User may begin accessing the System immediately.

5.5.2.2. Upon rejection of Contractor's request for a User account, County will follow-up with Contractor to discuss the reason(s) for rejecting Contractor's request for a User account.

5.5.3. Contractor's Assurances Upon Creating User Accounts

5.5.3.1. Contractor is responsible for the conduct of all Users who access and utilize the System. Contractor shall ensure that Contractor and its Users adhere to this Terms and Conditions of Use, the User Acknowledgement Agreement, instruction guides/tutorials provided by County, training sessions conducted by County, etc. which establish the policies under which the Users shall operate the System.

5.5.3.2. Contractor shall ensure that each User's copy of the User Acknowledgement Agreement forms are saved in the System as a Contract Document Deliverable. Contractor shall not delete any User Acknowledgement Agreement forms from the System without County's written prior approval.

5.5.3.3. Contractor shall ensure that all Users receive and maintain current copies of all instruction guides/tutorials for using the System, which are developed by County and provided to Contractor.

5.6. User Name and Password

5.6.1. Contractor shall ensure that its Users do not share their unique User Name and password with any other person.

5.6.2. County recommends that Users change their passwords every three (3) months to ensure additional password security.

5.6.3. Contractor shall ensure that all Users maintain valid, secure e-mail accounts, which shall be used for self-service maintenance of User Name and password information. In the event that Users forget their User Name or password, User shall adhere to the instruction guides/tutorials provided by County for resetting the User Name or password.

5.6.4. Repeated changes to a User's password outside of the recommended three-month period, as noted in Sub-section 5.6.2, herein, shall be monitored and investigated by County and may result in County suspending User's access.

5.7. Change in User's Status

5.7.1. When a User's status changes (e.g., he/she is no longer employed by Contractor or User's responsibilities change), Contractor's Authorized Representative shall take immediate action to update the User's account profile. Updates to User account profiles shall be approved by County.

5.7.2. Contractor shall update User account profiles in the System by removing a User's account once that User is no longer an Employee on this Contract.

5.7.3. New Employees/Users

5.7.3.1. When Contractor determines that a new Employee shall receive a User account, Contractor shall adhere to the guidelines established in Sub-section 5.5 (Requesting User Accounts), herein, to create an account in the System.

5.7.3.2. Prior to requesting a new User account, Contractor shall ensure that it continues to maintain at least two (2) active Users and does not exceed the maximum of four (4) Users (pursuant to Sub-section 5.4, herein).

5.7.4. Contractor shall regularly review all User account information to ensure accuracy and completeness. Contractor shall ensure that updates are completed whenever administrative changes occur.

5.7.5. If County determines at its own discretion that Contractor is creating or removing User accounts too frequently then County shall take appropriate measures to investigate and remedy these occurrences. Upon County's request, Contractor shall provide sufficient justification for these frequent User account updates.

6.0 General Policies for Use

6.1. County information technology resources are to be used solely for County business purposes.

6.2. County may periodically update this Terms and Conditions of Use and the User Acknowledgement Agreement policies. County may also implement

future enhancements to the System. Contractor shall ensure that Contractor and Users adhere to all policy updates as well as any new procedures for using System enhancements.

6.3. Data Integrity

6.3.1. Contractor shall ensure that Users maintain the integrity of data they enter in the System, and do not save, store or attach electronic files in the System which do not meet the following requirements:

6.3.1.1. File types must be Word, Excel or Portable Data Format (PDF) documents. Files such as pictures, videos, music, PowerPoint presentations, or other files as determined by County are not acceptable types of documents.

6.3.1.2. File types must be compatible with standard/common national brands, including Microsoft Office 2003 products or later version (Word, Excel, etc.), Adobe Reader 9.0 (or later version) or their equivalent.

6.3.1.3. Files shall not be corrupted (i.e., documents shall be free of viruses).

6.3.1.4. The size limit of each file shall not exceed ten (10) megabytes (10 MB).

6.3.2. Contractor's non-compliance with the data requirements outlined herein will be remedied at County's sole discretion.

6.4. E-Mail Alerts and Notices

6.4.1. The System generates automatic e-mail alerts and notices based on the occurrence of certain events. These events may include, but are not limited to, confirmation of executed Contract (or Amendments), request for Contract Document Deliverables, notification of expired Contract Compliance Document Deliverables, etc.

6.4.2. Contractor shall ensure that its Users adhere to all alerts and notices generated by the System. These alerts and notices shall convey and have the same effect and importance as alerts and notices sent by County's Administration (or their designees) as defined in Paragraph 6.0 (Administration of Contract-County) in this Contract and Exhibit E (County's Administration). Contractor shall appropriately respond to all requests for documentation, promptly

adhere to due dates/deadline requirements and diligently follow all instructions indicated in the alert/notice.

6.5. Administrative Changes

6.5.1. Pursuant to Paragraph 7.0 (Administration of Contract-Contractor) and Paragraph 8.34 (Notices) of this Contract, Contractor shall designate its authorized staff by using Exhibit F (Contractor's Administration). Further, Contractor shall initiate any changes in its staff, including those listed on Exhibit F (Contractor's Administration), by giving written notice to County.

6.5.2. When changes to Contractor's staff, address or other items requiring written notice are necessary, Contractor shall:

6.5.2.1. Adhere to the requirements outlined in Paragraph 8.34 (Notices) of this Contract.

6.5.2.2. Upon providing the required written notice to County, update the administrative data in the System, including all User account profile information.

6.5.3. Implementation and use of the System shall not excuse Contractor from adhering to the requirements for providing proper written notice to County when changes occur in Contractor's administration.

7.0 Monitoring

7.1. All County information technology resources are subject to audit and periodic, unannounced review by County.

7.2. County reserves the right to administer, monitor, audit and/or investigate Contractor's access to and use of County's information technology resources (i.e., System, e-mails, Contractor-generated data files, etc.). If evidence of abuse or negligence is identified, County will take the appropriate actions to remedy any areas of Contractor's non-compliance.

7.3. During County's monitoring of User activities, unusual practices will be investigated and reported to County's Administration. County will take the necessary steps to remedy Contractor's inappropriate use of the System. Unusual practices may include, but are not limited to, the following:

7.3.1. Users frequently accessing the System during non-business hours (pursuant to Sub-section 3.4 (Accessing the System During Non-Business Hours), herein).

7.3.2. Contractor not maintaining the minimum and/or exceeding the maximum number of Users at any point in time (pursuant to Sub-section 5.4, herein).

7.3.3. Users changing their passwords more than the recommended limit (pursuant to Sub-section 5.6.4, herein).

7.3.4. Contractor frequently changing its Users (pursuant to Sub-section 5.7.5, herein).

8.0 System Maintenance and Technical Assistance

8.1. To ensure proper operation of the System, County will periodically perform routine System maintenance activities. Since these activities will impact the ability of Users to access the System, County will notify Users when they attempt to login that System maintenance is occurring and County will indicate the time when the System will become available. Generally, System maintenance activities will occur during non-business hours (e.g., weekends, late evenings, County-recognized holidays, etc.) to limit the impact to Users.

8.2. County will provide assistance to Users in the event of technical difficulties that may occur while utilizing the System. Technical assistance will be provided as follows:

8.2.1. Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding County-recognized holidays).

8.2.2. County's Administrators

8.2.2.1. Ms. Tsotso Odamtten may be reached by phone or e-mail, respectively, as follows: (213) 738-2663 or todamtten@css.lacounty.gov.

8.2.2.2. Ms. Lynn Tran may be reached by phone or e-mail, respectively, as follows: (213) 739-7393 or ltran@css.lacounty.gov.

8.2.3. County will follow-up on requests for assistance from Contractor within at least two (2) business days during the traditional work week (pursuant to Sub-sections 3.4.2 and 8.2.1, herein).

EXHIBIT W1 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-1)

Program Services: **DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) (TITLE III C-1 SERVICES)**

Fiscal Year: [Enter Fiscal Year]

Contractor's Legal Name: [Enter Contractor's Legal Name]

[Enter Contractor's Address Here]	[Type City]	[Enter Zip]
Main Administrative Office Address	**City**	**Zip Code**

[Enter Contractor's Address Here]	[Type City]	[Enter Zip]
Mailing Address (if different from above)	**City**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**

[Mr/Ms]	[Enter Name of Program Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**

PROGRAM FUNDING SUMMARY

(A) SUPERVISORIAL DISTRICT	(B) GRANT FUNDS	(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	(F) TOTAL FUNDING (B+C+D+E)	(G) UNITS OF SERVICE
		CASH	IN-KIND	CASH	IN-KIND			
1							$ -	
2							$ -	
3							$ -	
4							$ -	
5							$ -	
Grand Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

EXHIBIT W1 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

I. BUDGET SUMMARY (Title III C-1)

	COST CATEGORIES	C-1	TOTAL BUDGET
1	Personnel	Cash In-Kind	
2	Consultants/Subcontractors	Cash In-Kind	
3	Space	Cash In-Kind	
4	Equipment	Cash In-Kind	
5	Other Costs	Cash In-Kind	
6	**Total Direct Costs**	**Cash** **In-Kind**	**$ -** **$ -**
7	Total Indirect Costs (Limited to 10% of Line 9)	Cash In-Kind	
8	**Total Program Costs**	**Cash** **In-Kind**	**$ -** **$ -**
9	Grant Costs	Cash	
10	Match	Cash In-Kind	
11	Non-Match	Cash In-Kind	
12	Grant Related Income	Cash	
13	**Agency met min. match req.**		
14	**Total Funding**	**Cash** **In-Kind**	**$ -** **$ -**
15	**GRAND TOTAL**		**$ -**
16	**Variance (line 8-14)**	Cash In-Kind	**$ -** **$ -**

EXHIBIT W1 BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

(Title III C-1)
II. MATCH BY SERVICES

		(A) MATCH		(B) NON-MATCH			
		CASH	IN-KIND	CASH	IN-KIND	(C) GRANT RELATED INCOME	(D) TOTAL
SERVICES							
1	ENP Annual Review						$ -
2	Area Plan Review						
3	Congregate Meals Program (Title III C-1) Nutrition Education Group Sessions						$ -
4	Nutrition Counseling						$ -
5	Congregate Meals Site Monitoring						$ -
6	Caterer and Central Kitchen Monitoring						$ -
7	In-Service Training (Monthly and Quarterly)						$ -
9	Workshops						$ -
10	ServSafe Course						$ -
11	HACCP Course						$ -
12	Menu Review and Recipe Development						$ -
13	**TOTAL**	$ -	$ -	$ -	$ -	$ -	$ -
14	**MATCH FRM BUDGET SUMMARY**	$ -	$ -	$ -	$ -	$ -	$ -
15	**VARIANCE**	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT W1 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

II. PERSONNEL (C-1)	(A) NO. OF EMPLOYEES	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) ANNUAL SALARY (A*B*C*D)	(F) GRANT COSTS	(G) MATCH		(H) NON-MATCH		(I) GRANT RELATED INCOME	(J) BUDGET (F+G+H+I)	(K) VARIANCE (K) = (E) - (J)
POSITION TITLES							CASH	IN-KIND	CASH	IN-KIND			
TOTAL SALARIES					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TAXES					$ -							$ -	$ -
BENEFITS					$ -							$ -	$ -
GRAND TOTAL					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT W1 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No.:	**0**
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

III. VOLUNTEERS (C-1)	(A) NO. OF VOLUNT	(B) % OF TIME ON PROGRAM	(C) SALARY EQUIV.	(D) NO. OF MONTHS	(E) ANNUAL SALARY EQUIV (A*B*C*D)	(F) GRANT COSTS	(G) MATCH CASH	(G) MATCH IN-KIND	(H) NON-MATCH CASH	(H) NON-MATCH IN-KIND	(I) GRANT RELATED INCOME	(J) BUDGET (G+H)	(K) VARIANCE (K) = (E) - (J)
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
TOTAL VOLUNTEERS					$ -			$ -		$ -		$ -	$ -

IV. CONSULTANTS/ SUBCONTRACTORS (C-1)	(A) UNIT COST	(B) NUMBER OF UNITS	(C) NO. OF MONTHS	(D) TOTAL COST (A*B*C)	(E) GRANT COSTS	(F) MATCH CASH	(F) MATCH IN-KIND	(G) NON-MATCH CASH	(G) NON-MATCH IN-KIND	(H) GRANT RELATED INCOME	(I) BUDGET (E+F+G+H)	(J) VARIANCE (J) = (D) - (I)
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
TOTAL CONSULTANTS/ SUBCONTTRACTORS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT W1 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

	(A) UNIT COST	(B) NUMBER OF UNITS	(C) NO. OF MONTHS	(D) TOTAL COST (A*B*C)	(E) GRANT COSTS	(F) MATCH		(G) NON-MATCH		(H) GRANT RELATED INCOME	(I) BUDGET (E+F+G+H)	(J) VARIANCE (J) = (D) - (I)
V. SPACE (SQ FT/UT CST) (C-1)						CASH	IN-KIND	CASH	IN-KIND			
TOTAL SPACE												
VII. TRAINING (C-1)												
TOTAL TRAINING				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
VI. EQUIPMENT (C-1)												
TOTAL EQUIPMENT				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT W1 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

VIII. OTHER COST DETAIL (C-1)	(A) UNIT COST	(B) NUMBER OF UNITS	(C) NO. OF MONTHS	(D) TOTAL COST (A*B*C)	(E) GRANT COSTS	(F) MATCH		(G) NON-MATCH		(H) GRANT RELATED INCOME	(I) BUDGET (E+F+G+H)	(J) VARIANCE (J) = (D) - (I)
						CASH	IN-KIND	CASH	IN-KIND			
DESCRIPTION												
ACCOUNTING SERVICES												
ADVERTISING												
AUDIT SERVICES												
DUES, MEMBERSHIPS & SUBSCRIPTIONS												
EQUIPMENT RENTAL												
INSURANCE												
PAYROLL SERVICES												
POSTAGE												
PRINTING												
REPAIRS & MAINTENANCE - EQUIPMENT												
REPAIRS & MAINTENANCE - SPACE												
STAFF TRAINING												
SUPPLIES - OFFICE												
TAXES & LICENSES												
TELEPHONE												
TRAVEL - MILEAGE (COST/MILES)												
TRAVEL - OUT-OF-STATE												
UTILITIES												
VOLUNTEER - EXPENSES												
VOLUNTEER - MILEAGE (UNIT/MILES)												
VOLUNTEER - TRAINING												
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
IX. INDIRECT COSTS (C-1)												
INDIRECT COSTS												
					$ -	$ -	$ -	$ -	$ -	$ -		

EXHIBIT W2 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2)

Program Services: **DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) (TITLE III C-2 SERVICES)**

Fiscal Year: [Enter Fiscal Year]

Contractor's Legal Name: [Enter Contractor's Legal Name]

[Enter Contractor's Address Here]	[Type City]	[Enter Zip]
Main Administrative Office Address	**City**	**Zip Code**

[Enter Contractor's Address Here]	[Type City]	[Enter Zip]
Mailing Address (if different from above)	**City**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**

[Mr/Ms]	[Enter Name of Program Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**

PROGRAM FUNDING SUMMARY

(A) SUPERVISORIAL DISTRICT	(B) GRANT FUNDS	(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	(F) TOTAL FUNDING (B+C+D+E)	(G) UNITS OF SERVICE
		CASH	IN-KIND	CASH	IN-KIND			
1							$ -	
2							$ -	
3							$ -	
4							$ -	
5							$ -	
Grand Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

EXHIBIT W2 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

I. BUDGET SUMMARY (Title III C-2)

	COST CATEGORIES	C-2	TOTAL BUDGET
1	Personnel	Cash In-Kind	
2	Consultants/Subcontractors	Cash In-Kind	
3	Space	Cash In-Kind	
4	Equipment	Cash In-Kind	
5	Other Costs	Cash In-Kind	
6	**Total Direct Costs**	**Cash** **In-Kind**	**$ -** **$ -**
7	Total Indirect Costs (Limited to 10% of Line 9)	Cash In-Kind	
8	**Total Program Costs**	**Cash** **In-Kind**	**$ -** **$ -**
9	Grant Costs	Cash	
10	Match	Cash In-Kind	
11	Non-Match	Cash In-Kind	
12	Grant Related Income	Cash	
13	**Agency met min. match req.**		
14	**Total Funding**	**Cash** **In-Kind**	**$ -** **$ -**
15	**GRAND TOTAL**		**$ -**
16	**Variance (line 8-14)**	Cash In-Kind	**$ -** **$ -**

EXHIBIT W2 BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

(Title III C-2)
II. MATCH BY SERVICES

		(A) MATCH		(B) NON-MATCH			
		CASH	IN-KIND	CASH	IN-KIND	(C) GRANT RELATED INCOME	(D) TOTAL
SERVICES							
1	ENP Annual Review						$ -
2	Area Plan Review						
3	Home-Delivered Meal Program (Title III C-2) Nutrition Education						$ -
4	Nutrition Counseling						$ -
5	Title III C-2 Home-Delivered Meal Route Monitoring						$ -
6	Caterer and Central Kitchen Monitoring						$ -
7	In-Service Training (Monthly and Quarterly)						$ -
9	Workshops						$ -
10	ServSafe Course						$ -
11	HACCP Course						$ -
12	Menu Review and Recipe Development						$ -
13	**TOTAL**	$ -	$ -	$ -	$ -	$ -	$ -
14	**MATCH FRM BUDGET SUMMARY**	$ -	$ -	$ -	$ -	$ -	$ -
15	**VARIANCE**	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT W2 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

II. PERSONNEL (C-2)	(A) NO. OF EMPLOYEES	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) ANNUAL SALARY (A*B*C*D)	(F) GRANT COSTS	(G) MATCH		(H) NON-MATCH		(I) GRANT RELATED INCOME	(J) BUDGET (F+G+H+I)	(K) VARIANCE (K) = (E) - (J)
POSITION TITLES							CASH	IN-KIND	CASH	IN-KIND			
TOTAL SALARIES					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TAXES					$ -							$ -	$ -
BENEFITS					$ -							$ -	$ -
GRAND TOTAL					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT W2 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2 SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No.:	**0**
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

III. VOLUNTEERS (C-2)	(A) NO. OF VOLUNT	(B) % OF TIME ON PROGRAM	(C) SALARY EQUIV.	(D) NO. OF MONTHS	(E) ANNUAL SALARY EQUIV (A*B*C*D)	(F) GRANT COSTS	(G) MATCH CASH	(G) MATCH IN-KIND	(H) NON-MATCH CASH	(H) NON-MATCH IN-KIND	(I) GRANT RELATED INCOME	(J) BUDGET (G+H)	(K) VARIANCE (K) = (E) - (J)
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
												$ -	
TOTAL VOLUNTEERS					$ -			$ -		$ -		$ -	$ -

IV. CONSULTANTS/ SUBCONTRACTORS (C-2)	(A) UNIT COST	(B) NUMBER OF UNITS	(C) NO. OF MONTHS	(D) TOTAL COST (A*B*C)	(E) GRANT COSTS	(F) MATCH CASH	(F) MATCH IN-KIND	(G) NON-MATCH CASH	(G) NON-MATCH IN-KIND	(H) GRANT RELATED INCOME	(I) BUDGET (E+F+G+H)	(J) VARIANCE (J) = (D) - (I)
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
TOTAL CONSULTANTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT W2 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

	(A) UNIT COST	(B) NUMBER OF UNITS	(C) NO. OF MONTHS	(D) TOTAL COST (A*B*C)	(E) GRANT COSTS	(F) MATCH		(G) NON-MATCH		(H) GRANT RELATED INCOME	(I) BUDGET (E+F+G+H)	(J) VARIANCE (J) = (D) - (I)
V. SPACE (SQ FT/UT CST) (C-2)						CASH	IN-KIND	CASH	IN-KIND			
TOTAL SPACE												
VII. TRAINING (C-2)												
TOTAL TRAINING				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
VI. EQUIPMENT (C-2)												
TOTAL EQUIPMENT				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT W2 (BUDGET
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-17**

Legal Name of Agency: [Agency Name]

VIII. OTHER COST DETAIL (C-2)	(A) UNIT COST	(B) NUMBER OF UNITS	(C) NO. OF MONTHS	(D) TOTAL COST (A*B*C)	(E) GRANT COSTS	(F) MATCH		(G) NON-MATCH		(H) GRANT RELATED INCOME	(I) BUDGET (E+F+G+H)	(J) VARIANCE (J) = (D) - (I)
						CASH	IN-KIND	CASH	IN-KIND			
DESCRIPTION												
ACCOUNTING SERVICES												
ADVERTISING												
AUDIT SERVICES												
DUES, MEMBERSHIPS & SUBSCRIPTIONS												
EQUIPMENT RENTAL												
INSURANCE												
PAYROLL SERVICES												
POSTAGE												
PRINTING												
REPAIRS & MAINTENANCE - EQUIPMENT												
REPAIRS & MAINTENANCE - SPACE												
STAFF TRAINING												
SUPPLIES - OFFICE												
TAXES & LICENSES												
TELEPHONE												
TRAVEL - MILEAGE (COST/MILES)												
TRAVEL - OUT-OF-STATE												
UTILITIES												
VOLUNTEER - EXPENSES												
VOLUNTEER - MILEAGE (UNIT/MILES)												
VOLUNTEER - TRAINING												
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
IX. INDIRECT COSTS (C-2)												
INDIRECT COSTS												
					$ -	$ -	$ -	$ -	$ -	$ -		

APPENDIX D (REQUIRED FORMS)
EXHIBIT W3 (BUDGET FOR DASS PROGRAM (SNAP-ED SERVICES)

Program Services: **DASS PROGRAM (SNAP-ED PROGRAM SERVICES)**
Fiscal Year: [Enter Fiscal Year]
Contractor's Legal Name: [Enter Contractor's Legal Name]

[Enter Contractor's Address Here]	[Type City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Contractor's Address Here]	[Type City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

[Mr/Ms]	[Enter Name of Program Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

Program Services: **DASS PROGRAM (SNAP-ED PROGRAM SERVICES)**

Fiscal Year: [Enter Fiscal Year]

Contractor's Legal Name: [Enter Contractor's Legal Name]

I. Personnel

Position No	USDA Position Title * Job Descriptions available on Job Descriptions tab.	Staff Name	% SNAP-Ed Program	Total Annual Salary	Total SNAP-Ed Salary	Benefit Rate %	Benefits	Total
					0		0	0
					0		0	0
					0		0	0
					0		0	0
					0		0	0
					0		0	0
					0		0	0
				0	**0**		**0**	**0**

Program Services: **DASS PROGRAM (SNAP-ED PROGRAM SERVICES)**

Fiscal Year: [Enter Fiscal Year]

Proposer's Legal Name: [Enter Contractor's Legal Name]

II. Non-Capital Equipment/Supplies - Operating

Budget Item	Description/Justification	Unit Cost	Quantity	Month(s)	Total
					0
					0
					0
					0
					0
					0
					0
					0

III. SNAP-Ed Materials

Budget Item	Description/Justification	Unit Cost	Quantity	Month(s)	Total
					0
					0
					0
					0
					0
					0

IV. Travel and Per Diem * Lodging costs include taxes. Reimbursement at current CalHR Rates.

Travel/Position Title	Location	Trips	FTE	Days	Nights	Per Diem Total	Lodging Total	Air	Miles Driven	Mileage Costs	Reg. Fee	Total
												0
												0
												0
												0
												0

V. Building/Space

Budget Item	Description/Justification	Sq Ft Used	Monthly Sq Ft Rate	Month(s)	Total
					0
					0
					0
					0

VI. Maintenance

Budget Item	Description/Justification	Unit Cost	Quantity	Month(s)	Total
					0
					0
					0
					0
					0

VII. Equipment and Other Capital Expenditures

Budget Item	Description/Justification	Unit Cost	Quantity	Month(s)	Total
					0
					0
					0
					0

VIII. Other Subcontractor(s)/Consultants

Name	Description/Justification	Total
		0.00

TOTAL PERSONNEL	**0**
TOTAL OTHER COSTS	**0**
GRAND TOTAL	**$ -**

USDA Position Descriptions

Position Number	USDA Position Title	Position Description
1	**Accountant/Finance Analyst**	Serves as internal auditor and controller. Assists with processing purchase orders, invoices, preparation of vouchers for payment as related to the Network program, as well as monitoring the budgets.
2	**Administrative Coordinator**	Provides administrative and office support for the project staff and is responsible for the reporting requirements.
3	**Administrator (e.g., Director of Programs)**	Administer the nutrition education grant agreement and budget, supervising nutrition education staff, attend nutrition education and scope of work related meetings, program planning and participating in the Regional collaborative. Coordinate grant agreement reporting requirements.
4	**After School Coordinator/Assistant**	Plan and facilitate nutrition education activities for recreation programming, in after school setting for different age groups of children; seniors, teen; special populations, such as mothers with young children and families; nutrition education for special events and workshops. Prepare instructional plans for youth camps and field trips; and nutrition education for special events and workshops. Prepare instructional plans for nutrition activities, collect data related to nutrition education programming, prepare documentation for nutrition education grant agreement; and helps prepare interim and final progress report .
5	**Chief Executive Officer**	Provides overall guidance for the operations, personnel, and fiscal responsibilities required by the nutrition project.
6	**Community Liaison**	Conducts nutrition education, physical activity promotion interventions in the community setting. Works with Community Based Organizations to increase the reach of nutrition education interventions to Nutrition Education Obesity Program eligible.
7	**Computer Specialist**	The Computer Specialist will provide assistance with the nutrition database and tracking system.
8	**Contract Manager**	Manages the nutrition education grant agreement including budgets, invoices, local share documentation reports, time studies, fiscal reporting and adherence to funding requirements.
9	**Coordinator of Other Program (e.g., Teen program, Healthy Start, etc.)**	Supervises, coordinates, facilitates nutrition education activities, workshops, special events related to the recreation and community center planning and working together with other community center groups. Supervises staff implementing the nutrition education grant agreement, prepares invoices, prepares and collects documentation, prepares progress reports
10	**Curriculum Specialist**	Develops curriculum for nutrition education and physical activity interventions in a variety of different channels/venues.
11	**Database Coordinator**	Develops database used to track nutrition education, physical activity and food stamp promotion interventions in a variety of channels.
12	**Dental/Medical Assistant**	Conduct one-on-one nutrition education interventions prior to primary care visit.
13	**Dietician**	Oversees and supervises the nutrition education program including project administration, project coordination, the development of the nutrition education component and materials and other nutrition and physical activity promotion programs.
14	**Family Advocate**	Provides nutrition education to students and their families, and recruits NEOP eligible for group nutrition/cooking classes. Provides nutrition, physical activity and food stamp promotion resources to students and their parents.
15	**Food Service Worker (e.g., Director, Manager, Asst., Server, Cook)**	Assists with planning and preparing healthy food taste tests in the school setting in conjunction with classroom based nutrition education intervention. Works with teachers to increase student, teacher and parent knowledge of the importance of consuming more servings of fruits and vegetables and being active daily. Compiles documentation on taste testing activities and all reporting required for nutrition grants. In some cases, supervises staff that carry out activities.
16	**Graphic Illustrator**	Develop local promotional nutrition education materials such as community flyers/ newsletters and/or to develop local nutrition/physical activity promotional/educational materials under the direction of the nutrition staff.
17	**Health Educator (including Health Aide, Health Promotion Instructor, etc.)**	Develop materials and facilitate health education in both group and individual settings. Teaches general nutrition, the importance of fruits and vegetables, and health benefits of proper nutrition and physical activity.

18	**Legal Counsel**	Assist with development of policies, approval of grant agreements and Memorandums of Understanding and providing legal advice specifically related to the implementation of nutrition education and physical activity promotion
19	**Medical Assistant**	Demonstrates safe food handling and personal hygiene to prevent food borne illness, provide nutrition-related services to staff, parents, and students and promotes physical activity within the context of nutrition education. (This does not include any medical nutrition therapy).
20	**Nurse/Nurse Supervisor/Nurse Aide RN**	Provides nutrition and physical activity promotion to students enrolled in nutrition education programs and their families. Supports nutrition education goals through interventions; local, regional, and statewide collaboration and interventions. (This does not include any medical nutrition therapy).
21	**Nutritionist/Nutrition Educator/Nutrition Aide**	Provides nutrition education to the neop eligible population. Specific duties include: one-on-one general nutrition education, delivery of general nutrition education in a classroom or group setting, staffing health fairs and other community or promotional events where nutrition education messages are delivered, distribution of linguistically and culturally appropriate nutrition education materials, documentation of educational and other encounters, assisting with writing project reports and preparation of quarterly reports, maintaining program reporting and tracking systems.
22	**Office Manager/Secretary/Admin Assistant**	Provides general clerical support to the Program. Assists in development and maintenance of a data collection system with emphasis on fiscal information. Arranges meetings and trainings, orders supplies and materials, creates correspondence, photocopies, etc.
23	**Pharmacist**	Promotes nutrition education and physical activity to NEOP eligible population through displays, distributing literature, and supervising staff to update nutrition education bulletin board.
24	**Physician**	Supervises professional staff including Dieticians, Nurses and Nutrition/Project Coordinators that provide nutrition education and promotes physical activity to NEOP eligibles in a variety of channels. Provides direction on strategic planning of nutrition and physical activity programs to NEOP eligible clients. In some cases, provides nutrition education to NEOP eligibles. (This does not include any medical nutrition therapy).
25	**Professor**	Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for the NEOP eligible community, and students with their families. Supports nutrition education Program goals and local, regional, and statewide collaboration.
26	**Program Assistant**	Assists the Project Coordinator with nutrition education program planning and development. Under the direction of Project Coordinator, works directly with individuals and small groups providing curriculum-based, prevention-oriented general nutrition education and physical activity targeted to NEOP eligibles.
27	**Project Coordinator**	Coordinate program staff and nutrition education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with schools, churches, farm worker organizations, and community organizations in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and educational materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand our existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles.
28	**Promotora**	Works with the Project Coordinator in NEOP communities to conduct nutrition education interventions and participate in local events to promote health eating and physical activity for NEOP eligibles.
29	**Recreation Leader**	Mentors and trains staff on integration of physical activity into nutrition education interventions. Coordinates one-time physical activity demonstrations. Chooses nutrition and physical activity resources to distribute with nutrition education interventions.
30	**Research Specialist**	Evaluates nutrition education, and physical activity promotion interventions in a variety of community channels. Methods can include process and impact evaluations, pre and post tests, surveys, focus/discussion roundtables, photo documentaries, case studies, etc.
31	**School Administrator (e.g., Principal, Superintendent)**	Provides oversight and coordination of the nutrition education conducted in participating classrooms of all schools.
32	**Teacher/Student Aide/Assistant**	Assists the Nutritionists, Health Educators, and Project Coordinator with nutrition education activities and community events that promote healthy eating and physical activity for low-income families, the target population, Food Stamp recipients and other similar households. 100% direct delivery of educational services.
33	**Teacher (preK-12 Classroom, PE, Speech, etc.)**	Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students and their families. Supports nutrition education program goals through promotion; local, regional, and statewide collaboration; and close coordination with the Registered Dietitian to train staff.
34	**Translator**	Translates approved curriculum and materials into Spanish or other languages. Reviews translation for cultural appropriateness. Interprets nutrition education interventions (one-on-one and group) in the community for dieticians, health educators and others .
35	**Tutor**	Assist teachers and/or students with nutrition education and physical activity promotion.
36	**Web Designer**	Develops and maintains website containing nutrition education resources, gardening and health related topics and issues.

EXHIBIT X1 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SSERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

[Enter Agency's Address Here]	[Type City]	CA	[Enter Zip]	[Enter #'s Only]
Main Administrative Office Address	***City***	***State***	***Zip Code***	***Fax Number***
[Enter Agency's Address Here]	[Type City]	CA	[Enter Zip]	[Enter #'s Only]
Mailing Address (If different from above)	***City***	***State***	***Zip Code***	***Fax Number***

[Mr/Ms]	[Enter Name of Authorized Signatory]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	***Official Authorized to Sign for Agency***	***Job Title***	***Phone Number***	***Ext.***	***E-Mail Address***
[Mr/Ms]	[Enter Program Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	***Primary/Secondary Contact for Program***	***Job Title***	***Phone Number***	***Ext.***	***E-Mail Address***

EXHIBIT X1 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SSERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No:	**0**
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

I. Site Summary

						Hours of Operation		
	Site Name	**Sup District**	**Site Address**	**Public Phone Number**	**Site Manager/ Phone Number**	**M-F**	**Sat**	**Sun**
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

EXHIBIT X1 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SSERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No.:	**0**
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

I. Site Summary (Con't)

	Site Name	Sup District	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								

EXHIBIT X1 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SSERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	0
Amendment No.:	0
Fiscal Year:	2016-2017

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

II. Service Unit Summary

		Sup Dist 1		Sup Dist 2		Sup Dist 3		Sup Dist 4		Sup Dist 5		TOTAL	
	Unit Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
III C-1 Congregate Meal													
ENP Annual Review													
Area Plan Review													
Congregate Meals Program (Title III C-1) Nutrition Education Group Sessions													
Nutrition Counseling													
Congregate Meals Program (Title III C-1) Site Monitoring													
Caterer and Central Kitchen Monitoring													
In-Service Training (Monthly and Quarterly)													
Workshops													
ServSafe Course													
HACCP Course													
Menu Review and Recipe Development													
Sub-Total		**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**
GRAND TOTAL		**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**

EXHIBIT X1 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SSERVICES (DASS) PROGRAM (TITLE III C-1 SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No.:	**0**
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

III. Services by Month	**Jul**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**TOTAL**
III C-1 Congregate Meal													
ENP Annual Review													**0**
Area Plan Review													**0**
Congregate Meals Program (Title III C-1) Nutrition Eduction Group Sessions													**0**
Nutrition Counseling													**0**
Congregate Meal Site Monitoring													**0**
Caterer and Central Kitchen Monitoring													**0**
In-Service Training (Monthly and Quarterly)													**0**
Workshops													**0**
ServSafe Course													**0**
Menu Review and Recipe Development													**0**
Sub-Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
GRAND TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

EXHIBIT X2 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2 SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

[Enter Agency's Address Here]	[Type City]	CA	[Enter Zip]	[Enter #'s Only]
Main Administrative Office Address	***City***	***State***	***Zip Code***	***Fax Number***
[Enter Agency's Address Here]	[Type City]	CA	[Enter Zip]	[Enter #'s Only]
Mailing Address (If different from above)	***City***	***State***	***Zip Code***	***Fax Number***

[Mr/Ms]	[Enter Name of Authorized Signatory]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	***Official Authorized to Sign for Agency***	***Job Title***	***Phone Number***	***Ext.***	***E-Mail Address***
[Mr/Ms]	[Enter Program Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	***Primary/Secondary Contact for Program***	***Job Title***	***Phone Number***	***Ext.***	***E-Mail Address***

EXHIBIT X2 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2 SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No.:	**0**
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

II. Service Unit Summary

		Sup Dist 1		Sup Dist 2		Sup Dist 3		Sup Dist 4		Sup Dist 5		TOTAL	
	Unit Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
III C-2 Home-Delivered Meal													
ENP Annual Review													
Area Plan Review													
Home-Delivered Meal Program (Title III C-2) Nutrition Education													
Nutrition Counseling													
Title III C-2 Home-Delivered Meal Route Monitoring													
Caterer and Central Kitchen Monitoring													
In-Service Training (Monthly and Quarterly)													
Workshops													
ServSafe Course													
HACCP Course													
Menu Review and Recipe Development													
Total		**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**

EXHIBIT X2 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (TITLE III C-2 SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No.:	**0**
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

III. Services by Month	**Jul**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**TOTAL**
III C-2 Home-Delivered Meal													
ENP Annual Review													**0**
Area Plan Review													
Home-Delivered Meal Program (Title III C-2) Nutrition Education													**0**
Nutrition Counseling													**0**
Title III C-2 Home-Delivered Meal Route Monitoring													**0**
Caterer & Central Kitchen Monitoring													**0**
Quarterly In-Service Training													
Monthly In-Service Training													**0**
Workshops													**0**
ServSafe Course													**0**
HACCP Course													**0**
Menu Review and Recipe Development													**0**
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

EXHIBIT X3 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (SNAP-ED SERVICES)

Contract No.:	
Modification No.:	
Amendment No.:	
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

[Enter Agency's Address Here]	[Type City]	CA	[Enter Zip]	[Enter #'s Only]
Main Administrative Office Address	***City***	***State***	***Zip Code***	***Fax Number***
[Enter Agency's Address Here]	[Type City]	CA	[Enter Zip]	[Enter #'s Only]
Mailing Address (If different from above)	***City***	***State***	***Zip Code***	***Fax Number***

[Mr/Ms]	[Enter Name of Authorized Signatory]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	***Official Authorized to Sign for Agency***	***Job Title***	***Phone Number***	***Ext.***	***E-Mail Address***
[Mr/Ms]	[Enter Program Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	***Primary/Secondary Contact for Program***	***Job Title***	***Phone Number***	***Ext.***	***E-Mail Address***

EXHIBIT X3 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (SNAP-ED SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No:	**0**
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

I. Site Summary

	Site Name	Sup District	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

EXHIBIT X3 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (SNAP-ED SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No.:	**0**
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

I. Site Summary (Con't)

	Site Name	Sup District	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								

EXHIBIT X3 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (SNAP-ED SERVICES)

Contract No.:	
Modification No.:	0
Amendment No.:	0
Fiscal Year:	2016-2017

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

II. Service Unit Summary

		Sup Dist 1		Sup Dist 2		Sup Dist 3		Sup Dist 4		Sup Dist 5		TOTAL	
	Unit Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
SNAP-ED SERVICES													
Nutrition Education													
Physical Fitness													
GRAND TOTAL		0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -

EXHIBIT X3 (MANDATED PROGRAM SERVICES
FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM (SNAP-ED SERVICES)

Contract No.:	
Modification No.:	**0**
Amendment No.:	**0**
Fiscal Year:	**2016-2017**

Legal Name of Agency: [Enter Full Legal Name of your Agency, No Abbreviations]

III. Services by Month	**Jul**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**TOTAL**
SNAP-ED SERVICES													
Nutrition Education													**0**
Physical Fitness													**0**
													0
													0
													0
													0
													0
													0
													0
													0
													0
Grand Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

EXHIBIT Y (LIST OF SUBCONTRACTS)

Subcontractor's Legal Name	Subcontractor's Address and Phone Number	Description of the Work/Services to be Performed	Program Services

EXHIBIT Z (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

Memorial Day ..... The last Monday in May

Independence Day ..... July 4

Labor Day..... The first Monday in September

Columbus Day..... The second Monday in October

Veterans Day ..... November 11

Thanksgiving Day..... The fourth Thursday in November

Friday after Thanksgiving ..... The fourth Friday in November

Christmas ..... December 25

*If January 1st, July 4th, November 11th or December 25th fall upon a Saturday, the preceding Friday is a holiday.

*If January 1st, July 4th, November 11th or December 25th fall upon a Sunday, the following Monday is a holiday.

(Ord. 96-0003 § 2, 1996)

EXHIBIT AA

GUIDELINES FOR DEVELOPING THE BUDGET FOR
DIETARY ADMINISTRATIVE SUPPORT SERVICES (TITLE III C-1 SERVICES)

Please use the following instructions to complete the electronic *Budget.* The worksheet has been protected to preclude changes to key fields/cells except for designated areas which shall be completed by the Proposer. The form automatically performs all necessary calculations and validations. Please note: Proposer shall complete the applicable sections in order to accurately reflect the Services to be provided for the fiscal year. When working with calculations, any additional information other than whole number will often create mathematical variances therefore, **please refrain from using formulas or decimals.**

PART I – (BUDGET FOR
DASS PROGRAM) (TITLE III C-1 SERVICES)

PAGE 1 OF 6

Cover Sheet: Please provide all requested information as indicated in the blue font**.** Once the Fiscal Year and Proposer's Legal Name have been entered as indicated, the information will automatically generate on all pages of the workbook.

1. **Fiscal Year:** Enter the Fiscal Year onto the appropriate line at the top of the page.

2. **Contractor's Legal Name:** Enter Proposer's full legal name onto the appropriate line at the top of the page. Please do not abbreviate. The name listed must match the name on the Articles of Incorporation, Business License, Charter, or By-Laws.

3. **Main Administrative Office Address:** Enter the address of the authorized signatory onto the appropriate line as indicated.

4. **City/Zip Code:** Enter the City, and Zip Code on the appropriate line as indicated. The State information has already been provided on the form and cannot be changed.

5. **Mailing Address:** This address should be entered if the Main Administrative Address and mailing address are different. If the main administrative office and the mailing address are the same, please delete the default (blue font) language on the mailing address line and include "Same As Above" on the mailing address line.

6. **Prefix:** Enter the appropriate prefix.

7. **Authorized Representative:** Enter the administrator authorized through the board resolution to sign on the appropriate line as indicated. A board resolution will be required prior to contract execution.

8. **Job Title:** Enter the title of the authorized representative. Please abbreviate the job title if the tile does not fit in the cell.

9. **Phone Number/Ext.:** Enter the phone number and extension of the Official Authorized to Sign for Proposer. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (i.e,.,2223334444).

10. **E-Mail Address:** Enter the email address of the Official Authorized to Sign for Proposer.

11. **Prefix:** Enter the appropriate prefix for the Primary/Secondary Contact.

12. **Primary/Secondary Contact for Program**: Enter the Primary/Secondary Contact for the Program.

13. **Job Title:** Enter the title of the Primary/Secondary Contact. Please abbreviate the job title if the tile does not fit in the cell. This person is considered the Project Manager (see Appendix A (Statement of Work) Section 6.3 (Project Manager). County will only contact the secondary contact in cases where the authorized signatory is not available.

14. **Phone Number/Ext.:** Enter the phone number and extension of the Primary/Secondary Contact. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (i.e,.,2223334444).

15. **E-Mail Address:** Enter the email address of the Primary/Secondary Contact.

Program Funding Summary Chart: This chart will provide an overall summary of the total funding reflected on the corresponding pages of the budget document. Include information for the chart as follows:

1. **Column A Supervisorial District:** <u>This Column is locked</u> as it is intended for the Proposer to use as a reference in completing the Chart.

2. **Column B Grant Funds:** Include the proposed amount of Grant Funds that Proposer plans to expend for each Supervisorial District.

3. **Column C Match:** Include the total proposed amount of Cash and/or In-Kind Match amount Proposer will add towards the Program (Program) for each Supervisorial District. (*For a definition of Match,* see *Appendix C (Sample Contract) Exhibit P (Definitions).*

4. **Column D Non-Match:** Include the total proposed amount of Cash and/or In-Kind Non-Match amount Proposer will add towards the Program for each Supervisorial District. *(For a definition of Non-Match, see Appendix C (Sample Contract) Exhibit P (Definitions).*

5. **Column E Program Income:** Include the total proposed amount of Program Income Proposer will add towards the Program for each Supervisorial District. *See Appendix C (Sample Contract) Exhibit P (Definitions).*

6. **Column F Total Funding:** This Column is locked. The chart will calculate all program funding entered within the chart to provide a sum of total funding for each Supervisorial District and an overall Grand Total.

PAGE 2 OF 6

Budget Summary: This form is intended to be a summary of all costs for the Program for fiscal year of 2016-2017. This summary shall reflect the totals for each of the Cost Categories as reflected on the following pages of 3 of 6 to 6 of 6.

The Cost Categories noted on the form represent the areas of cost Proposer may reflect its expenses for operating the Program.

Include the data for Program costs (i.e., expenditures for operating the Program) and funding for each Supervisorial District as follows:

1. Please include the costs of Cash and/or In-Kind for each Supervisorial District for each Cost Category as listed (Personnel, Consultants/Sub-contractors, Space, Equipment or Materials, Training and Other Costs). The chart will total the amounts of each cost category for Cash and/or In-Kind under the column titled Total Budget. The chart will also calculate the Total Direct Costs of each cost category for these categories for each Supervisorial District

2. **Indirect Costs:** Please enter the total amount of Cash and/or In-Kind for each Supervisorial District for Indirect Costs. Indirect Cash is capped at 10% of the Proposed Grant Funds. Any Indirect costs that exceed the 10% administrative cap may be used as a Match.

   All Indirect Costs must be supported by an approved Indirect Cost rate (federal cognizant agency or CSS) and the Cost Allocation Plan. *(For more information*

regarding the Cost Allocation Plan, please refer to Appendix P (Cost Allocation and Indirect Cost Requirements for CSS Subawards).

The form will calculate the Total Program Costs of Cash and/or In-Kind of each Cost Category and the Indirect Costs for each Supervisorial District.

3. Enter the amount of revenue of Cash and/or In-Kind necessary to operate the Program for each of the following categories: Match, Non-Match, and/or Grant Related Income *(see Appendix C (Sample Contract) Exhibit P (Definitions)*.

4. **Match Met/Match Not:** This area is designed to test whether the amount of Match entered meets the minimum Match requirement. When the appropriate amount of Match is entered, a message will appear on screen as "Match Met". If the Match is not met, a message will appear on screen as "Match Not Met" and the Proposer will need to provide additional Match contributions.

   The chart will calculate the Total Funding of Cash and/or In-Kind to operate the Program. The chart will also calculate the GRAND TOTAL for each Supervisorial District.

   NOTE: Proposer shall ensure there is no remaining Variance on the chart when all costs have been added to the chart. If Variances result on the chart after cost data has been added, Proposer shall adjust the costs to ensure there is no Variance.

<u>PAGE 3 OF 6</u>
Personnel

1. Please complete as follows:

   a. **Position Titles:** Enter the title of each staff member who will work on the Program. Abbreviate the job title if the title does not fit in the cell.

   b. **Column (A) - No. of Employees:** Enter the number of employees for each position identified with similar pay and percentage of time.

   c. **Column (B) - % of Time on Program:** Enter the percentage of time the employee(s) will spend working on the Program. Use a separate line to report this information if the percentage of time will vary for employees with the same title.

   d. **Column (C) – Monthly Salary:** Enter the total monthly salary for this position. Do not enter hourly rates. Estimate the Monthly Salary if the employee is paid by an hourly wage.

e. **Column (D) – No. of Months:** Enter the number of months the employee will be paid under the Program (not to exceed 12 months).

f. **Column (E) – Annual Salary:** This Column is locked. The total will be calculated automatically. Please note all preceding cells must have data entered before calculations in this Column will work.

g. **Column (F) – Proposed Grant Funds:** Enter the amount of the Proposed Grant Funds that will be used to fund the annual salary for this position.

h. **Column (G) – Match (Cash/In-kind):** Enter the amount of Match in the form of either Cash or In-kind contributions that will be used to fund the annual salaries for each employee that will work on the Program.

i. **Column (H) – Non-Match (Cash/In-kind):** Enter the amount of Non-Match in the form of either Cash or In-kind contributions that will be used to fund the annual salaries for each employee that will work on the Program.

j. **Column (I) – Grant Related Income:** Enter the amount of Grant Related income that will be used to fund the annual salaries for each employee that will work on the Program.

k. **Column (J) – Budget:** This Column is locked. The total budget for each employee that will work on the Program should equal Column (E) – Annual Salary.

l. **Column (K) – Variance:** This Column will display variances between columns (E) Annual Salary, and (J) Budget. Proposer shall ensure there are no Variances.

m. **Taxes:** Highlighted in yellow (Lower left-hand corner). Enter the total percentage representing payroll taxes. Please note: Columns (E) and (J) must be equal.

n. **Benefits:** Highlighted in yellow (Lower left hand corner). Enter the total percentage representing employee benefits. Please note: Columns (E) and (J) must be equal.

The chart will calculate the GRAND TOTAL of each employee for the Annual Salary (Column E), Proposed Grant Funds (Column F), Cash Match and In-

Kind Match (Column G), Cash Non-Match and In-Kind Non-Match (Column H), and Grant Related Income (Column I).

The GRAND TOTAL of Personnel cost shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

PAGE 4 OF 6
Volunteers & Consultants

1. **Volunteers:** Enter the job title(s) of the volunteer(s). The title(s) of the volunteer(s) should be commensurate with the wage being reported. The total volunteer/wage equivalent detail cost must be listed on Line 1 (Personnel) on the Budget Summary as In-Kind.

   Enter the following data:
   a. **Column (A)** - No. of Volunteers

   b. **Column (B)** - % of Time on Program

   c. **Column (C)** – Salary Equivalent

   d. **Column (D)** – No. of Months (not to exceed 12 months)

   Column (E) – Annual Salary Equivalent - This column is locked. It will calculate Columns A – D and provide the Annual Salary equivalent.

   e. **Column (G)** – Match/In-Kind

   f. **Column (H)** – Non-Match/In-Kind

   Column (J) – This column is locked. It will calculate Columns E, G, and H and provide the Budget amount for Volunteers.

   Column (K) – Variance: This column will display variances between columns (E) Annual Salary Equivalent, and (J) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Volunteers shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

2. **Consultants/Sub-contractors:** Enter the type of Consultants and/or Sub-contractors that will be utilized during the fiscal year. NOTE: For all Consultants and/or Subcontracts utilized by Proposer, Proposer must submit the Sub-contractor agreement to CSS prior to the start of Services for approval *(see*

Appendix C (Sample Contract) Section 8.40 Subcontracting). Complete the Columns as follows:

a. **Column (A) – Unit Cost:** Enter the actual negotiated rate of each listed Consultant/Sub-contractor Proposer plans to utilize in support of Program operations. The Unit Cost must be as reflective of the actual cost as possible. Although costs may differ from month to month, please provide the best estimated Unit Cost possible.

b. **Column (B) – Number of Units:** Enter the estimated or agreed reimbursement schedule/rate per month. For example, if you are paying for Services bi-weekly, then the costs should be reflected as: Agreed unit Cost/Rate of Reimbursement x 2 (for the number of times your agency will reimburse the Subcontractor for one month) x 12 months.

c. **Column (C) – Number of Months:** Enter the number of months (not to exceed 12 months).

Column (D) – Total Cost: This Column is locked. The Column will calculate Columns A – C for the Total Cost. **NOTE:** Numeric values must be entered in Columns (A), (B), and (C) in order for Column (D) to calculate automatically.

d. **Column (E) – Grant Costs:** Enter the amount of the Proposed Grant Funds that will be used for Consultant/Sub-contractor costs.

e. **Column (F) – Match (Cash/In-kind)**: Enter the amount of the Proposer's Match in the form of either Cash or In-kind contributions that will be used for Consultant/Sub-contractor costs.

f. **Column (G) – Non-Match (Cash/In-kind):** Enter the amount of the Proposer's Non-Match in the form of either Cash or In-kind contributions that will be used for Consultant/Sub-contractor costs.

g. **Column (H) – Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used for Consultant/Sub-contractor costs

Column (I) Budget: This Column is locked. This Column will calculate columns E – H. This amount should equal column (D) Total Costs.

Column (J) – Variance: This Column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Consultants/Sub-contractors shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

PAGE 5 OF 6
Space/Training/Equipment

1. **Space** – Enter the location of the Space wherein Program or administrative services will be provided. Complete the Columns as follows:

    a. **Column (A) Unit Cost:** Enter the cost per square foot. This amount must be a fair market value and supported by documentation.

    b. **Column (B) Number of Units:** Enter the total square footage of Space being used for the Services.

    c. **Column (C) – The Number of Months:** Enter the number of months (not to exceed 12 months).

Column (D) - Total Cost: This Column is locked. The Column will calculate Columns A – C.

d. **Column (E) – Proposed Grant Funds:** Enter the amount of the Proposed Grant Funds that will be used for Space costs.

e. **Column (F) – Match:** Enter the amount of the Proposer's Match in the form of Cash or In-kind contributions that will be used for Space costs.

f. **Column (G) – Non-Match (Cash):** Enter the amount of the Proposer's Non-Match in the form of Cash contributions that will be used for Space costs.

g. **Column (H) – Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used for Space costs.

Column (I) – Budget: This Column is locked. The Column will calculate Columns E – H. This amount should equal Column (D) Total Cost.

Column (J) – Variance: This Column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Space shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

2. **Training:** In the space provided, enter the training sessions that will be conducted for employees. Complete the Columns as follows:

    a. **Column (A) – Unit Cost:** Enter the cost per training session. The unit cost must be as reflective of the actual costs as possible. Although costs may differ from month to month, please provide the best estimated cost possible.

    b. **Column (B) – Number of Units:** Enter the number of training session to be conducted for the fiscal year.

    c. **Column (C) – Number of Months:** Enter the number of months (not to exceed 12 months).

    Column (D) – Total Cost: This Column is locked. The Column will calculate Columns A – C.

    d. **Column (E) – Proposed Grant Funds:** Enter the amount of Proposed Grant Funds that will be used to provide the training sessions.

    e. **Column (F) – Match (Cash/In-kind):** Enter the amount of the Proposer's Match in the form of either Cash or In-kind contributions that will be used towards the training sessions.

    f. **Column (G) – Non-Match (Cash/In-kind):** Enter the amount of the Proposer's Non-Match in the form of either Cash or In-kind contributions that will be used to towards the training sessions.

    g. **Column (H) – Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used towards the training sessions.

    Column (I) - Budget: This Column is locked. The Column will calculate Columns E – H. This amount should equal Column (D) – Total Cost.

    Column (J) – Variance: This Column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

    The TOTAL cost of Training shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

3. **Equipment:** In the space provided, enter equipment items that will be purchased for use in program operations. Complete the Columns as follows:

h. **Column (A) – Unit Cost:** Enter the cost per unit. The unit cost must be as reflective of the actual costs as possible. Although costs may differ from month to month, please provide the best estimated cost possible.

i. **Column (B) – Number of Units:** Enter the number of items to be purchased.

j. **Column (C) – Number of Months:** Enter the number of months (Not to exceed 12 months).

Column (D) – Total Cost: This Column is locked. The Column will calculate Columns A – C.

k. **Column (E) – Proposed Grant Funds:** Enter the amount of Proposed Grant Funds that will be used to purchase the equipment item(s).

l. **Column (F) – Match (Cash/In-kind):** Enter the amount of the Proposer's Match in the form of either Cash or In-kind contributions that will be used to purchase the equipment item(s).

m. **Column (G) – Non-Match (Cash/In-kind):** Enter the amount of the Proposer's Non-Match in the form of either Cash or In-kind contributions that will be used to purchase the equipment item(s).

n. **Column (H) – Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used to purchase the equipment item(s).

Column (I) Budget: This Column is locked. The Column will calculate Columns E – H. This amount should equal Column (D) – Total Cost.

Column (J) – Variance: This column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Equipment shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

PAGE 6 OF 6

Other Cost Detail: For each cost category (i.e., Accounting Services, Advertising, Audit Services, etc.) complete each that applies.

NOTE: Mileage must be calculated by the cost per mile and the estimated number of miles. The cost per mile can't exceed the AAA approved unit rate which is currently .54 cents per mile.

a. **Column (A) Unit Cost:** The unit cost must be as reflective of the actual costs as possible. Although costs may differ from month to month, please provide the best estimated cost possible.

b. **Column (B) Number of Units:** Enter the number of items to be purchased or services to be used in support of the Program.

c. **Column (C) Number of Months:** Enter the number of months (not to exceed 12 months).

Column (D) Total Cost: This Column is locked. The Column will calculate Columns A – C.

d. **Column (E) Proposed Grant Funds:** Enter the amount of the Proposed Grant Funds that will be used to purchase the items or services.

e. **Column (F) Match (Cash/In-kind):** Enter the amount of the Proposer's Match in the form of either Cash or In-kind contributions that will be used to purchase the items or services.

f. **Column (G) Non-Match (Cash/In-kind):** Enter the amount of the Proposer's Non-Match in the form of either Cash or In-kind contributions that will be used to purchase the items or services.

g. **Column (H) Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used to purchase the items or services.

Column (I) Budget: This Column is locked. The Column will calculate Columns E – H. This amount should equal column (D) Total Cost.

Column (J) – Variance: This Column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Other Cost shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

Indirect Costs:

Please note that Proposers can only charge 10% of the Proposed Grant Funds to the Program. Indirect Cash is capped at 10% of the Proposed Grant Funds. Any Indirect costs that exceed the 10% administrative cap may be used as a Match. All Indirect Costs must be supported by the Cost Allocation Plan submitted by Proposer. *(For more information*

regarding the Cost Allocation Plan, please refer to Appendix P (Cost Allocation and Indirect Cost Requirements for CSS Subawards).

EXHIBIT BB

GUIDELINES FOR DEVELOPING THE BUDGET FOR DIETARY ADMINISTRATIVE SUPPORT SERVICES (TITLE III C-2 SERVICES)

Please use the following instructions to complete the electronic *Budget.* The worksheet has been protected to preclude changes to key fields/cells except for designated areas which shall be completed by the Proposer. The form automatically performs all necessary calculations and validations. Please note: Proposer shall complete the applicable sections in order to accurately reflect the Services to be provided for the fiscal year. When working with calculations, any additional information other than whole number will often create mathematical variances therefore, **please refrain from using formulas or decimals.**

PART I – (BUDGET FOR DASS PROGRAM) (TITLE III C-2 SERVICES)

PAGE 1 OF 6

Cover Sheet: Please provide all requested information as indicated in the blue font**.** Once the Fiscal Year and Proposer's Legal Name have been entered as indicated, the information will automatically generate on all pages of the workbook.

1. **Fiscal Year:** Enter the Fiscal Year onto the appropriate line at the top of the page.

2. **Contractor's Legal Name:** Enter Proposer's full legal name onto the appropriate line at the top of the page. Please do not abbreviate. The name listed must match the name on the Articles of Incorporation, Business License, Charter, or By-Laws.

3. **Main Administrative Office Address:** Enter the address of the authorized signatory onto the appropriate line as indicated.

4. **City/Zip Code:** Enter the City, and Zip Code on the appropriate line as indicated. The State information has already been provided on the form and cannot be changed.

5. **Mailing Address:** This address should be entered if the Main Administrative Address and mailing address are different. If the main administrative office and the mailing address are the same, please delete the default (blue font) language on the mailing address line and include "Same As Above" on the mailing address line.

6. **Prefix:** Enter the appropriate prefix.

7. **Authorized Representative:** Enter the administrator authorized through the board resolution to sign on the appropriate line as indicated. A board resolution will be required prior to contract execution.

8. **Job Title:** Enter the title of the authorized representative. Please abbreviate the job title if the tile does not fit in the cell.

9. **Phone Number/Ext.:** Enter the phone number and extension of the Official Authorized to Sign for Proposer. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (i.e,.,2223334444).

10. **E-Mail Address:** Enter the email address of the Official Authorized to Sign for Proposer.

11. **Prefix:** Enter the appropriate prefix for the Primary/Secondary Contact.

12. **Primary/Secondary Contact for Program**: Enter the Primary/Secondary Contact for the Program.

13. **Job Title:** Enter the title of the Primary/Secondary Contact. Please abbreviate the job title if the tile does not fit in the cell. This person is considered the Project Manager (see Appendix A (Statement of Work) Section 6.3 (Project Manager). County will only contact the secondary contact in cases where the authorized signatory is not available.

14. **Phone Number/Ext.:** Enter the phone number and extension of the Primary/Secondary Contact. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (i.e,.,2223334444).

15. **E-Mail Address:** Enter the email address of the Primary/Secondary Contact.

Program Funding Summary Chart: This chart will provide an overall summary of the total funding reflected on the corresponding pages of the budget document. Include information for the chart as follows:

1. **Column A Supervisorial District:** <u>This Column is locked</u> as it is intended for the Proposer to use as a reference in completing the Chart.

2. **Column B Grant Funds:** Include the proposed amount of Grant Funds that Proposer plans to expend for each Supervisorial District.

3. **Column C Match:** Include the total proposed amount of Cash and/or In-Kind Match amount Proposer will add towards the Program (Program) for each Supervisorial District. (*For a definition of Match,* see *Appendix C (Sample Contract) Exhibit P (Definitions).*

4. **Column D Non-Match:** Include the total proposed amount of Cash and/or In-Kind Non-Match amount Proposer will add towards the Program for each Supervisorial District. *(For a definition of Non-Match, see Appendix C (Sample Contract) Exhibit P (Definitions).*

5. **Column E Program Income:** Include the total proposed amount of Program Income Proposer will add towards the Program for each Supervisorial District. *See Appendix C (Sample Contract) Exhibit P (Definitions).*

6. **Column F Total Funding:** This Column is locked. The chart will calculate all program funding entered within the chart to provide a sum of total funding for each Supervisorial District and an overall Grand Total.

PAGE 2 OF 6

Budget Summary: This form is intended to be a summary of all costs for the Program for fiscal year of 2016-2017. This summary shall reflect the totals for each of the Cost Categories as reflected on the following pages of 3 of 6 to 6 of 6.

The Cost Categories noted on the form represent the areas of cost Proposer may reflect its expenses for operating the Program.

Include the data for Program costs (i.e., expenditures for operating the Program) and funding for each Supervisorial District as follows:

1. Please include the costs of Cash and/or In-Kind for each Supervisorial District for each Cost Category as listed (Personnel, Consultants/Sub-contractors, Space, Equipment or Materials, Training and Other Costs). The chart will total the amounts of each cost category for Cash and/or In-Kind under the column titled Total Budget. The chart will also calculate the Total Direct Costs of each cost category for these categories for each Supervisorial District

2. **Indirect Costs:** Please enter the total amount of Cash and/or In-Kind for each Supervisorial District for Indirect Costs. Indirect Cash is capped at 10% of the Proposed Grant Funds. Any Indirect costs that exceed the 10% administrative cap may be used as a Match.

   All Indirect Costs must be supported by an approved Indirect Cost rate (federal cognizant agency or CSS) and the Cost Allocation Plan. *(For more information*

regarding the Cost Allocation Plan, please refer to Appendix P (Cost Allocation and Indirect Cost Requirements for CSS Subawards).

The form will calculate the Total Program Costs of Cash and/or In-Kind of each Cost Category and the Indirect Costs for each Supervisorial District.

3. Enter the amount of revenue of Cash and/or In-Kind necessary to operate the Program for each of the following categories: Match, Non-Match, and/or Grant Related Income *(see Appendix C (Sample Contract) Exhibit P (Definitions)*.

4. **Match Met/Match Not:** This area is designed to test whether the amount of Match entered meets the minimum Match requirement. When the appropriate amount of Match is entered, a message will appear on screen as "Match Met". If the Match is not met, a message will appear on screen as "Match Not Met" and the Proposer will need to provide additional Match contributions.

   The chart will calculate the Total Funding of Cash and/or In-Kind to operate the Program. The chart will also calculate the GRAND TOTAL for each Supervisorial District.

   NOTE: Proposer shall ensure there is no remaining Variance on the chart when all costs have been added to the chart. If Variances result on the chart after cost data has been added, Proposer shall adjust the costs to ensure there is no Variance.

<u>PAGE 3 OF 6</u>
Personnel

1. Please complete as follows:

   a. **Position Titles:** Enter the title of each staff member who will work on the Program. Abbreviate the job title if the title does not fit in the cell.

   b. **Column (A) - No. of Employees:** Enter the number of employees for each position identified with similar pay and percentage of time.

   c. **Column (B) - % of Time on Program:** Enter the percentage of time the employee(s) will spend working on the Program. Use a separate line to report this information if the percentage of time will vary for employees with the same title.

   d. **Column (C) – Monthly Salary:** Enter the total monthly salary for this position. Do not enter hourly rates. Estimate the Monthly Salary if the employee is paid by an hourly wage.

e. **Column (D) – No. of Months:** Enter the number of months the employee will be paid under the Program (not to exceed 12 months).

f. **Column (E) – Annual Salary:** This Column is locked. The total will be calculated automatically. Please note all preceding cells must have data entered before calculations in this Column will work.

g. **Column (F) – Proposed Grant Funds:** Enter the amount of the Proposed Grant Funds that will be used to fund the annual salary for this position.

h. **Column (G) – Match (Cash/In-kind):** Enter the amount of Match in the form of either Cash or In-kind contributions that will be used to fund the annual salaries for each employee that will work on the Program.

i. **Column (H) – Non-Match (Cash/In-kind):** Enter the amount of Non-Match in the form of either Cash or In-kind contributions that will be used to fund the annual salaries for each employee that will work on the Program.

j. **Column (I) – Grant Related Income:** Enter the amount of Grant Related income that will be used to fund the annual salaries for each employee that will work on the Program.

k. **Column (J) – Budget:** This Column is locked. The total budget for each employee that will work on the Program should equal Column (E) – Annual Salary.

l. **Column (K) – Variance:** This Column will display variances between columns (E) Annual Salary, and (J) Budget. Proposer shall ensure there are no Variances.

m. **Taxes:** Highlighted in yellow (Lower left-hand corner). Enter the total percentage representing payroll taxes. Please note: Columns (E) and (J) must be equal.

n. **Benefits:** Highlighted in yellow (Lower left hand corner). Enter the total percentage representing employee benefits. Please note: Columns (E) and (J) must be equal.

The chart will calculate the GRAND TOTAL of each employee for the Annual Salary (Column E), Proposed Grant Funds (Column F), Cash Match and In-

Kind Match (Column G), Cash Non-Match and In-Kind Non-Match (Column H), and Grant Related Income (Column I).

The GRAND TOTAL of Personnel cost shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

PAGE 4 OF 6
Volunteers & Consultants

1. **Volunteers:** Enter the job title(s) of the volunteer(s). The title(s) of the volunteer(s) should be commensurate with the wage being reported. The total volunteer/wage equivalent detail cost must be listed on Line 1 (Personnel) on the Budget Summary as In-Kind.

   Enter the following data:
   a. **Column (A)** - No. of Volunteers

   b. **Column (B)** - % of Time on Program

   c. **Column (C)** – Salary Equivalent

   d. **Column (D)** – No. of Months (not to exceed 12 months)

   Column (E) – Annual Salary Equivalent - This column is locked. It will calculate Columns A – D and provide the Annual Salary equivalent.

   e. **Column (G)** – Match/In-Kind

   f. **Column (H)** – Non-Match/In-Kind

   Column (J) – This column is locked. It will calculate Columns E, G, and H and provide the Budget amount for Volunteers.

   Column (K) – Variance: This column will display variances between columns (E) Annual Salary Equivalent, and (J) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Volunteers shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

2. **Consultants/Sub-contractors:** Enter the type of Consultants and/or Sub-contractors that will be utilized during the fiscal year. NOTE: For all Consultants and/or Subcontracts utilized by Proposer, Proposer must submit the Sub-contractor agreement to CSS prior to the start of Services for approval *(see*

Appendix C (Sample Contract) Section 8.40 Subcontracting). Complete the Columns as follows:

a. **Column (A) – Unit Cost:** Enter the actual negotiated rate of each listed Consultant/Sub-contractor Proposer plans to utilize in support of Program operations. The Unit Cost must be as reflective of the actual cost as possible. Although costs may differ from month to month, please provide the best estimated Unit Cost possible.

b. **Column (B) – Number of Units:** Enter the estimated or agreed reimbursement schedule/rate per month. For example, if you are paying for Services bi-weekly, then the costs should be reflected as: Agreed unit Cost/Rate of Reimbursement x 2 (for the number of times your agency will reimburse the Subcontractor for one month) x 12 months.

c. **Column (C) – Number of Months:** Enter the number of months (not to exceed 12 months).

Column (D) – Total Cost: This Column is locked. The Column will calculate Columns A – C for the Total Cost. **NOTE:** Numeric values must be entered in Columns (A), (B), and (C) in order for Column (D) to calculate automatically.

d. **Column (E) – Grant Costs:** Enter the amount of the Proposed Grant Funds that will be used for Consultant/Sub-contractor costs.

e. **Column (F) – Match (Cash/In-kind)**: Enter the amount of the Proposer's Match in the form of either Cash or In-kind contributions that will be used for Consultant/Sub-contractor costs.

f. **Column (G) – Non-Match (Cash/In-kind):** Enter the amount of the Proposer's Non-Match in the form of either Cash or In-kind contributions that will be used for Consultant/Sub-contractor costs.

g. **Column (H) – Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used for Consultant/Sub-contractor costs

Column (I) Budget: This Column is locked. This Column will calculate columns E – H. This amount should equal column (D) Total Costs.

Column (J) – Variance: This Column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Consultants/Sub-contractors shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

PAGE 5 OF 6
Space/Training/Equipment

1. **Space** – Enter the location of the Space wherein Program or administrative services will be provided. Complete the Columns as follows:

    a. **Column (A) Unit Cost:** Enter the cost per square foot. This amount must be a fair market value and supported by documentation.

    b. **Column (B) Number of Units:** Enter the total square footage of Space being used for the Services.

    c. **Column (C) – The Number of Months:** Enter the number of months (not to exceed 12 months).

Column (D) - Total Cost: This Column is locked. The Column will calculate Columns A – C.

d. **Column (E) – Proposed Grant Funds:** Enter the amount of the Proposed Grant Funds that will be used for Space costs.

e. **Column (F) – Match:** Enter the amount of the Proposer's Match in the form of Cash or In-kind contributions that will be used for Space costs.

f. **Column (G) – Non-Match (Cash):** Enter the amount of the Proposer's Non-Match in the form of Cash contributions that will be used for Space costs.

g. **Column (H) – Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used for Space costs.

Column (I) – Budget: This Column is locked. The Column will calculate Columns E – H. This amount should equal Column (D) Total Cost.

Column (J) – Variance: This Column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Space shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

2. **Training:** In the space provided, enter the training sessions that will be conducted for employees. Complete the Columns as follows:

    a. **Column (A) – Unit Cost:** Enter the cost per training session. The unit cost must be as reflective of the actual costs as possible. Although costs may differ from month to month, please provide the best estimated cost possible.

    b. **Column (B) – Number of Units:** Enter the number of training session to be conducted for the fiscal year.

    c. **Column (C) – Number of Months:** Enter the number of months (not to exceed 12 months).

    Column (D) – Total Cost: This Column is locked. The Column will calculate Columns A – C.

    d. **Column (E) – Proposed Grant Funds:** Enter the amount of Proposed Grant Funds that will be used to provide the training sessions.

    e. **Column (F) – Match (Cash/In-kind):** Enter the amount of the Proposer's Match in the form of either Cash or In-kind contributions that will be used towards the training sessions.

    f. **Column (G) – Non-Match (Cash/In-kind):** Enter the amount of the Proposer's Non-Match in the form of either Cash or In-kind contributions that will be used to towards the training sessions.

    g. **Column (H) – Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used towards the training sessions.

    Column (I) - Budget: This Column is locked. The Column will calculate Columns E – H. This amount should equal Column (D) – Total Cost.

    Column (J) – Variance: This Column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

    The TOTAL cost of Training shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

3. **Equipment:** In the space provided, enter equipment items that will be purchased for use in program operations. Complete the Columns as follows:

h. **Column (A) – Unit Cost:** Enter the cost per unit. The unit cost must be as reflective of the actual costs as possible. Although costs may differ from month to month, please provide the best estimated cost possible.

i. **Column (B) – Number of Units:** Enter the number of items to be purchased.

j. **Column (C) – Number of Months:** Enter the number of months (Not to exceed 12 months).

Column (D) – Total Cost: This Column is locked. The Column will calculate Columns A – C.

k. **Column (E) – Proposed Grant Funds:** Enter the amount of Proposed Grant Funds that will be used to purchase the equipment item(s).

l. **Column (F) – Match (Cash/In-kind):** Enter the amount of the Proposer's Match in the form of either Cash or In-kind contributions that will be used to purchase the equipment item(s).

m. **Column (G) – Non-Match (Cash/In-kind):** Enter the amount of the Proposer's Non-Match in the form of either Cash or In-kind contributions that will be used to purchase the equipment item(s).

n. **Column (H) – Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used to purchase the equipment item(s).

Column (I) Budget: This Column is locked. The Column will calculate Columns E – H. This amount should equal Column (D) – Total Cost.

Column (J) – Variance: This column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Equipment shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

PAGE 6 OF 6

Other Cost Detail: For each cost category (i.e., Accounting Services, Advertising, Audit Services, etc.) complete each that applies.

NOTE: Mileage must be calculated by the cost per mile and the estimated number of miles. The cost per mile can't exceed the AAA approved unit rate which is currently .54 cents per mile.

a. **Column (A) Unit Cost:** The unit cost must be as reflective of the actual costs as possible. Although costs may differ from month to month, please provide the best estimated cost possible.

b. **Column (B) Number of Units:** Enter the number of items to be purchased or services to be used in support of the Program.

c. **Column (C) Number of Months:** Enter the number of months (not to exceed 12 months).

Column (D) Total Cost: This Column is locked. The Column will calculate Columns A – C.

d. **Column (E) Proposed Grant Funds:** Enter the amount of the Proposed Grant Funds that will be used to purchase the items or services.

e. **Column (F) Match (Cash/In-kind):** Enter the amount of the Proposer's Match in the form of either Cash or In-kind contributions that will be used to purchase the items or services.

f. **Column (G) Non-Match (Cash/In-kind):** Enter the amount of the Proposer's Non-Match in the form of either Cash or In-kind contributions that will be used to purchase the items or services.

g. **Column (H) Grant Related Income:** Enter the amount of proposed Grant Related Income that will be used to purchase the items or services.

Column (I) Budget: This Column is locked. The Column will calculate Columns E – H. This amount should equal column (D) Total Cost.

Column (J) – Variance: This Column will display variances between Columns (D) Total Cost, and (I) Budget. Proposer shall ensure there are no Variances.

The TOTAL cost of Other Cost shall equal the same amount as reflected on the Budget Summary (Page 2 of 6).

Indirect Costs:

Please note that Proposers can only charge 10% of the Proposed Grant Funds to the Program. Indirect Cash is capped at 10% of the Proposed Grant Funds. Any Indirect costs that exceed the 10% administrative cap may be used as a Match. All Indirect Costs must be supported by the Cost Allocation Plan submitted by Proposer. *(For more information*

regarding the Cost Allocation Plan, please refer to Appendix P (Cost Allocation and Indirect Cost Requirements for CSS Subawards).

Exhibit CC

GUIDELINES FOR DEVELOPING THE BUDGET FOR
DIETARY ADMINISTRATIVE SUPPORT SERVICES (SNAP-Ed SERVICES)

Please use the following instructions to complete the electronic *Proposed Budget.* The worksheet has been protected to preclude changes to key fields/cells except for designated areas which shall be completed by the Proposer. The form automatically performs all necessary calculations and validations. Please note: Proposer shall complete the applicable sections in order to accurately reflect the Services to be provided for the fiscal year. When working with calculations, any additional information other than whole number will often create mathematical variances therefore, **please refrain from using formulas or decimals.**

PART I – (BUDGET FOR
DASS PROGRAM) (SNAP-Ed Services)

PAGE 1 OF 6
Cover Sheet: Please provide all requested information as indicated. Once the Fiscal Year and Proposer's Legal Name have been entered as indicated, the information will automatically generate on all pages of the workbook.

1. **Fiscal Year:** Enter the Fiscal Year onto the appropriate line at the top of the page.

2. **Proposer's Legal Name:** Enter Proposer's full legal name onto the appropriate line at the top of the page. Please do not abbreviate. The name listed must match the name on the Articles of Incorporation, Business License, Charter, or By-Laws.

3. **Main Administrative Office Address:** Enter the address of the authorized signatory onto the appropriate line as indicated.

4. **City/Zip Code:** Enter the City, and Zip Code on the appropriate line as indicated. The State information has already been provided on the form and cannot be changed.

5. **Mailing Address:** This address should be entered if the Main Administrative Address and mailing address are different. If the main administrative office and the mailing address are the same, please delete the default (blue font) language on the mailing address line and include "Same As Above" on the mailing address line.

6. **Prefix:** Enter the appropriate prefix.

7. **Authorized Representative:** Enter the administrator authorized through the board resolution to sign on the appropriate line as indicated. A board resolution will be required prior to contract execution.

8. **Job Title:** Enter the title of the authorized representative. Please abbreviate the job title if the tile does not fit in the cell.

9. **Phone Number/Ext.:** Enter the phone number and extension of the Official Authorized to Sign for Proposer. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (i.e,.,2223334444).

10. **E-Mail Address:** Enter the email address of the Official Authorized to Sign for Proposer.

11. **Prefix:** Enter the appropriate prefix for the Primary/Secondary Contact.

12. **Primary/Secondary Contact for Program**: Enter the Primary/Secondary Contact for the Program.

13. **Job Title:** Enter the title of the Primary/Secondary Contact. Please abbreviate the job title if the tile does not fit in the cell. This person is considered the Project Manager (see Appendix A (Statement of Work) Section 6.3 (Project Manager). County will only contact the secondary contact in cases where the authorized signatory is not available.

14. **Phone Number/Ext.:** Enter the phone number and extension of the Primary/Secondary Contact. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (i.e,.,2223334444).

15. **E-Mail Address:** Enter the email address of the Primary/Secondary Contact.

Personnel (Page 2):

1. **Position No.:** Each position will be numbered accordingly (1,2,3, etc.).

2. **USDA Position Title:** Please refer to the job descriptions available on the “Job Descriptions” tab.

3. **Staff Name:** Include the name of the staff person assigned to the corresponding position title.

4. **% SNAP-Ed Program:** Include the percentage of time the staff person will work on the SNAP-Ed Program.

5. **Total Annual Salary:** Include the total annual salary for the corresponding position title.

6. **Total SNAP-Ed Salary:** Designate how much of the Total Annual Salary is allotted to the SNAP-Ed Salary.

7. **Benefit Rate %:** Designate the benefit rate for the SNAP-ED Salary.

8. **Benefits:** This column will automatically populate by multiplying the Total SNAP-Ed Salary by the Benefit Rate %.

9. **Total:** This column will automatically populate by adding the Total SNAP-Ed Salary to the Benefits

(Page 3):

II: Non-Capital Equipment/Supplies – Operating: List the Budget Item, along with the Description/Justification, Unit Cost, Quantity, and number of Month(s).The Total will automatically populate by multiplying the Unit Cost by the Quantity and number of Months.

III:SNAP-Ed Materials: List the Budget Item, along with the Description/Justification, Unit Cost, Quantity, and number of Month(s). The Total will automatically populate by multiplying the Unit Cost by the Quantity and number of Months.

IV: Travel and Per Diem: List the Position Title for Travel, along with the location of travel, how many trips are included, the number of Full Time Equivalents, the number of Days, and Nights of travel, Per Diem (costs for each day of travel), Lodging Total (cost of overnight stay in hotel/motel, including taxes), Air (fare) expenses, Miles Driven (in vehicle), Mileage Costs (based on the current, approved mileage rate of.54 cents per mile), and any Registration fees (if any).

V: Building/Space: List the Budget Item, along with the Description/Justification, the square footage to be used, the square footage rate, and the number of Months. The Total will automatically populate by multiplying the square footage to be used by the Square Footage Rate, and number of Months.

VI: Maintenance: List the Budget Item, along with the Description/Justification, the Unit Cost, Quantity, and the number of Months. The Total will automatically populate by multiplying the Unit Cost by the Quantity and number of Months.

VII: Equipment and Other Capital Expenditures: List the Budget Item, along with the Description/Justification, the Unit Cost, Quantity, and the number of Months. The Total will automatically populate by multiplying the Unit Cost by the Quantity and number of Months.

VIII: Other Subcontractor(s)/Consultants: List the Name of the Subcontractor/Consultant, along with the Description/Justification, and the Total amount that will be allocated to this line item.

EXHIBIT DD

INSTRUCTIONS FOR DEVELOPING THE MANDATED PROGRAM SERVICES FORM FOR DASS PROGRAM (TITLE III C-1 SERVICES)

Please use the following instructions to complete the electronic *Mandated Program Services.* The worksheet has been protected to preclude changes to key fields/cells except for designated areas which shall be completed by the Proposer. The form automatically performs all necessary calculations and validations. Please note: Proposer shall complete the applicable sections in order to accurately reflect the Services to be provided for the fiscal year. When working with calculations, any additional information other than whole number will often create mathematical variances therefore, **please refrain from using formulas or decimals.**

PART I - PROPOSED PROGRAM SERVICES (PPS) FOR DASS PROGRAM (TITLE III C-1SERVICES

PAGE 1

Cover Sheet: Please provide all requested information as indicated in the blue font**.** Once the Fiscal Year and Proposer's Legal Name have been entered as indicated, the information will automatically generate on all pages of the workbook.

1. **Fiscal Year:** Enter the Fiscal Year of 2016-2017 onto the appropriate line at the top of the page.

2. **Legal Name of Agency:** Enter Proposer's full legal name onto the appropriate line at the top of the page and do not abbreviate. The name listed must match the name on the Articles of Incorporation, Business License, Charter, or By-Laws.

3. **Main Administrative Office Address:** Enter the address of the authorized signatory onto the appropriate line as indicated.

4. **City, Zip Code/Fax Number:** Enter the City, Zip Code, and Fax Number on the appropriate line as indicated. The State information has already been provided on the form and cannot be changed.

5. **Mailing Address:** This address should be entered if the Main Administrative Address and mailing address are different. If the main administrative office and the mailing address are the same, please delete the default (blue font) language on the mailing address line and include "Same as above" on the mailing address line.

6. **Prefix:** Enter the appropriate prefix.

7. **Official Authorized to Sign for Agency:** Enter the administrator authorized through the board resolution to sign on the appropriate line as indicated. A board resolution will be required prior to contract execution.

8. **Job Title:** Enter the title of the authorized signatory. Please abbreviate the job title if the tile does not fit in the cell.

9. **Phone Number/Ext.:** Enter the phone number and extension of the contact. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (ie.,2223334444).

10. **E-Mail Address:** Enter the email address of the Official Authorized to Sign for Proposer.

11. **Prefix:** Enter the appropriate prefix for the Primary/Secondary Contact.

12. **Primary/Secondary Contact for Program**: CSS will only contact the secondary contact in cases where the authorized signatory is not available.

13. **Job Title:** Enter the title of the Primary/Secondary Contact. Please abbreviate the job title if the tile does not fit in the cell. This person is considered the Project Manager (see Appendix A (Statement of Work) Section 6.3 (Project Manager). County will only contact the secondary contact in cases where the authorized signatory is not available.

14. **Phone Number/Ext.:** Enter the phone number and extension of the Primary/Secondary Contact. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (i.e,.,2223334444).

15. **E-Mail Address:** Enter the email address of the Primary/Secondary Contact.

<u>PAGES 2 & 2a</u>

PAGE 2
Site Summary: Complete the information requested for **each** Dietary Administrative Support Services Site by providing the following:

NOTE: This information may be utilized for public use (e.g., directories, website, and brochures).

1. **Site Name:** Enter the Site name. Abbreviate if necessary.

2. **Sup. District (Supervisorial District):** Indicate in which of the five (5) Los Angeles County Supervisorial Districts the Site is located.

3. **Site Address:** Provide the address of the physical location.

4. **Public Phone Number:** Enter the telephone number that clients may use to contact staff at the Site.

5. **Site Manager/Phone Number:** Provide the full name of the Site's Manager as well as his/her direct telephone number.

6. **Hours of Operation:** Enter the hours the Site is open for Services under the appropriate column according to the days of the week (Monday through Friday [M-F], Saturday [Sat] and/or Sunday [Sun]. For example, if the Proposer intends to provide Services on Monday, Wednesday, Friday, Saturday, and Sunday, then data would be entered as follows: Under column (M-F) enter: Mon, Wed & Fri – 12 pm – 3 pm & 5 pm – 8 pm; (2) Under Column (Sat) enter 12 pm – 3 pm & 5 pm – 8 pm; and, (3) under Column (Sun) enter 12 pm – 3 pm & 5 pm – 8 pm.

PAGE 2a
Site Summary (Con't): If needed, please use this page as a continuation of page 2.

PAGE 3
Service Unit Summary: Provide the requested information for all five (5) Supervisorial Districts as indicated. Please note this information may be for public use.

1. **Number of Units:** Indicate the number of Units Proposer plans to serve for each Supervisorial District for the fiscal year of 2016-2017. Enter the Costs to provide the Units for each Supervisorial District for the fiscal year of 2016-2017. The cells will calculate the average costs per unit for each Supervisorial District. Please review *Section 2.1.2.2 (Estimated Annual Need for Program Service Units)* of the 2016-2020 DASS Request for Proposals (RFP) to see the Estimated Annual Need for Program Service Units.

   Once the Units and Costs for each Supervisorial District have been entered into the form, the form will calculate the average cost of service for each Supervisorial District.

PAGE 4
Services by Month: Please provide the number of Units Proposer plans to serve per service category for each month of fiscal year 2016-17.

1. Total number of Units for each service category should agree with the number of Units per service category as shown in the Service Unit Summary on page 3.

EXHIBIT EE

INSTRUCTIONS FOR DEVELOPING THE MANDATED PROGRAM SERVICES FORM FOR DASS PROGRAM (TITLE III C-2 SERVICES)

Please use the following instructions to complete the electronic *Mandated Program Services.* The worksheet has been protected to preclude changes to key fields/cells except for designated areas which shall be completed by the Proposer. The form automatically performs all necessary calculations and validations. Please note: Proposer shall complete the applicable sections in order to accurately reflect the Services to be provided for the fiscal year. When working with calculations, any additional information other than whole number will often create mathematical variances therefore, **please refrain from using formulas or decimals.**

PART I - PROPOSED PROGRAM SERVICES (PPS) FOR DASS PROGRAM (TITLE III C-2 SERVICES

PAGE 1

Cover Sheet: Please provide all requested information as indicated in the blue font**.** Once the Fiscal Year and Proposer's Legal Name have been entered as indicated, the information will automatically generate on all pages of the workbook.

1. **Fiscal Year:** Enter the Fiscal Year of 2016-2017 onto the appropriate line at the top of the page.

2. **Legal Name of Agency:** Enter Proposer's full legal name onto the appropriate line at the top of the page and do not abbreviate. The name listed must match the name on the Articles of Incorporation, Business License, Charter, or By-Laws.

3. **Main Administrative Office Address:** Enter the address of the authorized signatory onto the appropriate line as indicated.

4. **City, Zip Code/Fax Number:** Enter the City, Zip Code, and Fax Number on the appropriate line as indicated. The State information has already been provided on the form and cannot be changed.

5. **Mailing Address:** This address should be entered if the Main Administrative Address and mailing address are different. If the main administrative office and the mailing address are the same, please delete the default (blue font) language on the mailing address line and include "Same as above" on the mailing address line.

6. **Prefix:** Enter the appropriate prefix.

7. **Official Authorized to Sign for Agency:** Enter the administrator authorized through the board resolution to sign on the appropriate line as indicated. A board resolution will be required prior to contract execution.

8. **Job Title:** Enter the title of the authorized signatory. Please abbreviate the job title if the tile does not fit in the cell.

9. **Phone Number/Ext.:** Enter the phone number and extension of the contact. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (ie.,2223334444).

10. **E-Mail Address:** Enter the email address of the Official Authorized to Sign for Proposer.

11. **Prefix:** Enter the appropriate prefix for the Primary/Secondary Contact.

12. **Primary/Secondary Contact for Program**: CSS will only contact the secondary contact in cases where the authorized signatory is not available.

13. **Job Title:** Enter the title of the Primary/Secondary Contact. Please abbreviate the job title if the tile does not fit in the cell. This person is considered the Project Manager (see Appendix A (Statement of Work) Section 6.3 (Project Manager). County will only contact the secondary contact in cases where the authorized signatory is not available.

14. **Phone Number/Ext.:** Enter the phone number and extension of the Primary/Secondary Contact. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (i.e,.,2223334444).

15. **E-Mail Address:** Enter the email address of the Primary/Secondary Contact.

<u>PAGES 2 & 2a</u>

PAGE 2
Site Summary: Complete the information requested for **each** Dietary Administrative Support Services Site by providing the following:

NOTE: This information may be utilized for public use (e.g., directories, website, and brochures).

1. **Site Name:** Enter the Site name. Abbreviate if necessary.

2. **Sup. District (Supervisorial District):** Indicate in which of the five (5) Los Angeles County Supervisorial Districts the Site is located.

3. **Site Address:** Provide the address of the physical location.

4. **Public Phone Number:** Enter the telephone number that clients may use to contact staff at the Site.

5. **Site Manager/Phone Number:** Provide the full name of the Site's Manager as well as his/her direct telephone number.

6. **Hours of Operation:** Enter the hours the Site is open for Services under the appropriate column according to the days of the week (Monday through Friday [M-F], Saturday [Sat] and/or Sunday [Sun]. For example, if the Proposer intends to provide Services on Monday, Wednesday, Friday, Saturday, and Sunday, then data would be entered as follows: Under column (M-F) enter: Mon, Wed & Fri – 12 pm – 3 pm & 5 pm – 8 pm; (2) Under Column (Sat) enter 12 pm – 3 pm & 5 pm – 8 pm; and, (3) under Column (Sun) enter 12 pm – 3 pm & 5 pm – 8 pm.

PAGE 2a
Site Summary (Con't): If needed, please use this page as a continuation of page 2.

PAGE 3
Service Unit Summary: Provide the requested information for all five (5) Supervisorial Districts as indicated. Please note this information may be for public use.

1. **Number of Units:** Indicate the number of Units Proposer plans to serve for each Supervisorial District for the fiscal year of 2016-2017. Enter the Costs to provide the Units for each Supervisorial District for the fiscal year of 2016-2017. The cells will calculate the average costs per unit for each Supervisorial District. Please review *Section 2.1.2.2 (Estimated Annual Need for Program Service Units)* of the 2016-2020 DASS Request for Proposals (RFP) to see the Estimated Annual Need for Program Service Units.

   Once the Units and Costs for each Supervisorial District have been entered into the form, the form will calculate the average cost of service for each Supervisorial District.

PAGE 4
Services by Month: Please provide the number of Units Proposer plans to serve per service category for each month of fiscal year 2016-17.

1. Total number of Units for each service category should agree with the number of Units per service category as shown in the Service Unit Summary on page 3.

EXHIBIT FF

INSTRUCTIONS FOR DEVELOPING THE MANDATED PROGRAM SERVICES FORM FOR DASS PROGRAM (SNAP-ED SERVICES)

Please use the following instructions to complete the electronic *Mandated Program Services.* The worksheet has been protected to preclude changes to key fields/cells except for designated areas which shall be completed by the Proposer. The form automatically performs all necessary calculations and validations. Please note: Proposer shall complete the applicable sections in order to accurately reflect the Services to be provided for the fiscal year. When working with calculations, any additional information other than whole number will often create mathematical variances therefore, **please refrain from using formulas or decimals.**

PART I - MANDATED PROGRAM SERVICES (PPS) FOR DASS PROGRAM (SNAP-ED SERVICES

PAGE 1

Cover Sheet: Please provide all requested information as indicated in the blue font**.** Once the Fiscal Year and Proposer's Legal Name have been entered as indicated, the information will automatically generate on all pages of the workbook.

1. **Fiscal Year:** Enter the Fiscal Year of 2016-2017 onto the appropriate line at the top of the page.

2. **Legal Name of Agency:** Enter Proposer's full legal name onto the appropriate line at the top of the page and do not abbreviate. The name listed must match the name on the Articles of Incorporation, Business License, Charter, or By-Laws.

3. **Main Administrative Office Address:** Enter the address of the authorized signatory onto the appropriate line as indicated.

4. **City, Zip Code/Fax Number:** Enter the City, Zip Code, and Fax Number on the appropriate line as indicated. The State information has already been provided on the form and cannot be changed.

5. **Mailing Address:** This address should be entered if the Main Administrative Address and mailing address are different. If the main administrative office and the mailing address are the same, please delete the default (blue font) language on the mailing address line and include "Same as above" on the mailing address line.

6. **Prefix:** Enter the appropriate prefix.

7. **Official Authorized to Sign for Agency:** Enter the administrator authorized through the board resolution to sign on the appropriate line as indicated. A board resolution will be required prior to contract execution.

8. **Job Title:** Enter the title of the authorized signatory. Please abbreviate the job title if the tile does not fit in the cell.

9. **Phone Number/Ext.:** Enter the phone number and extension of the contact. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (ie.,2223334444).

10. **E-Mail Address:** Enter the email address of the Official Authorized to Sign for Proposer.

11. **Prefix:** Enter the appropriate prefix for the Primary/Secondary Contact.

12. **Primary/Secondary Contact for Program**: CSS will only contact the secondary contact in cases where the authorized signatory is not available.

13. **Job Title:** Enter the title of the Primary/Secondary Contact. Please abbreviate the job title if the tile does not fit in the cell. This person is considered the Project Manager (see Appendix A (Statement of Work) Section 6.3 (Project Manager). County will only contact the secondary contact in cases where the authorized signatory is not available.

14. **Phone Number/Ext.:** Enter the phone number and extension of the Primary/Secondary Contact. Note: For the phone number, enter only numbers with no spaces, hyphens, parenthesis or any additional characters (i.e,.,2223334444).

15. **E-Mail Address:** Enter the email address of the Primary/Secondary Contact.

<u>PAGES 2 & 2a</u>

PAGE 2
Site Summary: Complete the information requested for **each** Dietary Administrative Support Services Site by providing the following:

NOTE: This information may be utilized for public use (e.g., directories, website, and brochures).

1. **Site Name:** Enter the Site name. Abbreviate if necessary.

2. **Sup. District (Supervisorial District):** Indicate in which of the five (5) Los Angeles County Supervisorial Districts the Site is located.

3. **Site Address:** Provide the address of the physical location.

4. **Public Phone Number:** Enter the telephone number that clients may use to contact staff at the Site.

5. **Site Manager/Phone Number:** Provide the full name of the Site's Manager as well as his/her direct telephone number.

6. **Hours of Operation:** Enter the hours the Site is open for Services under the appropriate column according to the days of the week (Monday through Friday [M-F], Saturday [Sat] and/or Sunday [Sun]. For example, if the Proposer intends to provide Services on Monday, Wednesday, Friday, Saturday, and Sunday, then data would be entered as follows: Under column (M-F) enter: Mon, Wed & Fri – 12 pm – 3 pm & 5 pm – 8 pm; (2) Under Column (Sat) enter 12 pm – 3 pm & 5 pm – 8 pm; and, (3) under Column (Sun) enter 12 pm – 3 pm & 5 pm – 8 pm.

PAGE 2a
Site Summary (Con't): If needed, please use this page as a continuation of page 2.

PAGE 3
Service Unit Summary: Provide the requested information for all five (5) Supervisorial Districts as indicated. Please note this information may be for public use.

1. **Number of Units:** Indicate the number of Units Proposer plans to serve for each Supervisorial District for the fiscal year of 2016-2017. Enter the Costs to provide the Units for each Supervisorial District for the fiscal year of 2016-2017. The cells will calculate the average costs per unit for each Supervisorial District. Please review *Section 2.1.2.2 (Estimated Annual Need for Program Service Units)* of the 2016-2020 DASS Request for Proposals (RFP) to see the Estimated Annual Need for Program Service Units.

   Once the Units and Costs for each Supervisorial District have been entered into the form, the form will calculate the average cost of service for each Supervisorial District.

PAGE 4
Services by Month: Please provide the number of Units Proposer plans to serve per service category for each month of fiscal year 2016-17.

1. Total number of Units for each service category should agree with the number of Units per service category as shown in the Service Unit Summary on page 3.

STATEMENT OF WORK

ATTACHMENTS

TABLE OF CONTENTS

1 CONTRACT DISCREPANCY REPORT

2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

3 EMERGENCY AND DISASTER PLAN BASIC REQUIREMENTS

4 SITE EMERGENCY RESOURCE SURVEY

5 COUNTY RECOGNIZED HOLIDAYS

6 UNIVERSAL INTAKE FORM

7 LOS ANGELES COUNTY SNAP-ED 2014-15 QUALIFED SITES

8 SNAP-ED CENSUS TRACT SITE ELIGIBILITY FORM

9 LOS ANGELES COUNTY AAA ANNUAL NUTRITION ASSESSMENT

10 INDIRECT ACTIVITY TRACKING SHEET

11 LOS ANGELES COUNTY AAA SNAP-ED SIGN IN SHEET

12 CALIFORNIA DEPARTMENT OF AGING APPROVED EVIDENCED-BASED PROGRAMS

13 SNAP-ED ACKNOWLEDGEMENT OF FUNDING STATEMENT

14 SNAP-ED END OF YEAR EDUCATION ADMINISTRATION REPORTING SYSTEM FORM (EAR)

ATTACHMENT 1

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

_____

Contractor Representative's Signature and Date

_____

Attachment 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM
2016 - 2020

The Performance Requirements Summary (PRS) Chart is a listing of the minimum required services/tasks and performance that will be monitored during the Contract 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, the acceptable quality level of performance, and remedies for non-compliance that are available if Contractor fails to perform at the acceptable quality level.

All listings of required services or standards used in this Performance Requirements Summary Chart are intended to be completely consistent with the terms and conditions of the Sample Contract and the Statement of Work (Appendix B to the RFP, Appendix A, Exhibit B to the Sample Contract) and are not meant in any case to create, extend, revise, or expand any obligation of the CONTRACTOR beyond that defined in the terms and conditions of this Sample Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the terms and condition of the Sample Contract, the Statement of Work, and this Performance Requirements Summary (PRS) Chart, the terms and conditions of the Sample Contract and the Statement of Work (SOW) shall prevail.

The goal of the Dietary Administrative Support Services Program is to maintain or improve the health and safety standards of the Los Angeles County Elderly Nutrition Program (ENP) Contractors through the Specific Tasks listed in the SOW and this PRS Chart. If CONTRACTOR performance does not meet the Acceptable Quality Level, the COUNTY may apply any or all of the Remedies for Non-Compliance as stated below.

Specific Tasks	Standards	Acceptable Quality Level	Monitoring Tool	Remedies For Non-Compliance
Provide Oversight of AAA ENP (Ref. SOW 10.2.1)	Contractor's Lead Registered Dietitian (RD) shall conduct an annual monitoring of ENP Services. This shall include evaluating customer service and ensuring the ENP Contractor is in compliance with the HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operating Procedures Manual and the requirements of the California Retail Food Code.	100%	Monthly Summary Reports, Year-End Report	If Contractor performance does not meet the Acceptable Quality Level, the COUNTY will have the option to apply the following remedies: 1) Corrective Action Plan, 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5)Termination of Contract.
Provide Congregate Meals Program (Title III C-1) Nutrition Education Group Sessions (Ref. SOW 10.2.2.3)	Contractor's Registered Dietitian (RD) shall provide a minimum of six (6) Congregate Meal Program Nutrition Education Group Sessions per fiscal year to ENP congregate sites serving meals five (5) times per week and conduct a minimum of four (4) Congregate Meal Program Nutrition Education Group Sessions per fiscal year to ENP congregate meal sites that serve meals less than five (5) times per week.	100%	Monthly Summary Reports, Year-End Report	
Provide Home-Delivered Meals Program (Title III C-2) Nutrition Education (Ref. SOW 10.2.2.4)	Contractor shall distribute Nutrition Education Materials to Elder Nutrition Program Home Delivered Meal Contractor Drivers to ensure that Home-Delivered Meal Senior Clients are given Nutrition Education Materials on a quarterly basis or a minimum of four (4) times per Fiscal Year.	100%	Monthly Summary Reports, Year-End Report	
Nutrition Counseling (Ref. SOW 10.2.3)	Provide Nutrition Counseling services to referred eligible Clients until funding capacity is reached..	100%	Client File	

Specific Tasks	Standards	Acceptable Quality Level	Monitoring Tool	Remedies For Non-Compliance
Provide Congregate Meals Site Monitoring (Ref. SOW 10.2.4)	Contractor congregate meal sites that serve meals five (5) or more days per week and monitor all congregate meal sites serving meals less than five (5) days per week, every three (3) months. Contractor shall submit a summary report of its Congregate Meal Site Monitoring findings to AAA on a monthly basis.	100%	Monthly Summary Reports, Year-End Report	if Contractor performance does not meet the Acceptable Quality Level, the County will have the option to apply the following remedies: 1) Corrective Action Plan, 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5)Termination of Contract.
Provide Home-Delivered Meal Route Monitoring (Ref. SOW 10.2.5)	Contractor's RD or other qualified nutrition professional as identified in the SOW shall monitor all ENP Contractor home-delivered meals routes a minimum of once per fiscal year. Contractor shall submit a monthly summary report of its Home-Delivered Meals Route Monitoring findings to AAA as part of the Monthly Summary Report.	100%	Monthly Summary Reports, Year-End Report	
Provide Caterer and Central Kitchen Monitoring (Ref. SOW 10.2.6)	Contractor's RD shall monitor and evaluate the ENP caterer's kitchen and/or central kitchens a minimum of six (6) times per fiscal year to ensure that HACCP safety and sanitation standards are met and that CONTRACTOR is in compliance with the requirements of the California Retail Food Code. If problems are discovered during the monitoring, CONTRACTOR shall monitor the kitchen a minimum of twelve (12) times per fiscal year. CONTRACTOR shall submit a monthly summary report of its Caterer and Central Kitchen Monitoring findings to AAA.	100%	Monthly Summary Reports, Year-End Report	
Quarterly In-Service Training (Ref. SOW 10.2.7)	Contractor shall Conduct a one-hr In-Service Training session on a quarterly basis or minimum of founr (4) times throughout the Fiscal Year for ENP Contractor staff, including volunteers. Further, at least two (2) of the Training topics shall deal with food safety and HACCP principles, such as food borne illness.	100%	Monthly Summary Reports, Year-End Report	
Monthly In-Service Training (Ref. SOW 10.2.8)	Contractor's RD shall develop and provide Monthly In-Service Training Services at all ENP Contractors' Congregate Meal Sites and central kitchens to ENP food service staff, including volunteers.	100%	Monthly Summary Reports, Year-End Report	
Workshops (Ref. SOW 10.2.9)	Contractor shall present a minimum of one annual workshop for all AAA funded ENP Contractors. Workshop shall be a minimum of three (3) hours, but may be longer.	100%	Monthly Summary Reports, Year-End Report	
ServSafe Course (Ref. SOW 10.2.10)	Contractor's RD shall present a ServSafe course each year. Each ServSafe Course shall consist of four (4) sessions at three (3) hours per session.	100%	Monthly Summary Reports, Year-End Report	

HACCP Course (Ref. SOW 10.2.11)	Contractor's RD shall present a HACCP Course each year. Each HACCP Course consists of two (2) to three (3) sessions for a total of twelve (12) hours per course per year.	100%	Monthly Summary Reports, Year-End Report	
Specific Tasks	**Standards**	**Acceptable Quality Level**	**Monitoring Tool**	**Remedies For Non-Compliance**
Menu Review (Ref. SOW 10.2.12)	Contractor's RD shall conduct an annual review and approval of every ENP Contractor's Cycle Menus. Contractor shall submit Cycle Menus to the AAA Nutritionist with the timeframe established by the AAA Nutritionist.	95%	Monthly Summary Reports, Year-End Report	If Contractor performance does not meet the Acceptable Quality Level, the County will have the option to apply the following remedies: 1) Corrective Action Plan, 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5)Termination of Contract.
SNAP-Ed Services (Ref. SOW 10.2.13)	Provide SNAP-Ed Services to 100% of Clients enrolled in SNAP-Ed at eligible SNAP-Ed Congregate Meal Sites	95%	SNAP-Ed Direct Education Activity Sign-In Sheets	
Specific Work Requirements	**Standards**		**Acceptable Quality Level**	**Data Source**
Reports, Documentation and Direct Data Entry	Follow established record procedures by tracking, documenting, and reporting actual services rendered while meeting deadlines. Provide documentation and a final year-end report in a timely manner, in line with the established timeframe.		100%	MIS
Specific Performance Reference	**Service**		**Monitoring Method**	**Deduction/Fees To Be Assessed**
Contract Paragraph 7.0 - Administration of Contract -Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Director		Inspection and Observation	$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38		Inspection of files	$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.		Inspection and Observation	$100 per occurrence; possible termination for default of contract
SOW; Subsection 4.1 - Meetings	Contractor representative to attend all meetings.		Attendance	$50 per occurrence
SOW; Subsection 6.7 - Trainings	Contractor representative to attend all trainings.		Attendance	$50 per occurrence

ATTACHMENT 3

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 may 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 back-up 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 involved 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	Joe Cool, Director of Special Needs Populations	Work: Cell: Fax: Home:	jcool@county.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)

Who	How	What	When	Where	Why
Who needs to know	*How will the message be communicated*	*What message do you want to convey to 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 4

Site Emergency Resource Survey

Organization Name: _____

Organization Address: _____

Organization Emergency Coordinator Name:_____

Organization Emergency Coordinator 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 to100 ___101 or more (please specify:_____)

3. In an emergency or disaster, what resources (or supplemental services) could your organization provide? Check all that apply.

   _____ Counseling Services
   _____ Temporary Housing
   _____ Home/Neighborhood Cleanup
   _____ Site for Food/Water
   _____ Storage Distribution
   _____ Emergency Power/Generator
   _____ Emergency First Aid
   _____ Volunteers
   _____ Kitchen/Cooking Facilities
   _____ Other (please indicate below):

4. If you responded "Yes", what transportation resources does your organization have? Check all that apply.

___ Passenger Sedan(s)
___ Trucks (Including Pickups)
___ Other (please indicate below):
___ Vans (Passenger or Cargo)
___ Vans with Wheelchair Lifts

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?

ATTACHMENT 4

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 ____ Emergency 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 Cynthia Ear, Management Fellow, at cear@css.lacounty.gov or mail it to:

Cynthia Ear
3333 Wilshire Blvd., Suite #400
Los Angeles, CA 90012

**It is the responsibility of the AAA Contractor and Title V Host Agency 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 5

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

Memorial Day---------- The last Monday in May

Independence Day---------- July 4

Labor Day---------- The first Monday in September

Columbus Day---------- The second Monday in October

Veterans Day---------- November 11

Thanksgiving Day---------- The fourth Thursday in November

Friday after Thanksgiving---------- The fourth Friday in November

Christmas---------- December 25

*If January 1st, July 4th, November 11th, December 25th falls upon a Saturday, the preceding Friday is a holiday.

*If January 1st, July 4th, November 11th or December 25th falls upon a Sunday, the following Monday is a holiday.

(Ord. 96-0003 § 2, 1996.)

Los Angeles County Area Agency on Aging **ATTACHMENT 6**

Contractor: _____ Fiscal Year: _____

UNIVERSAL INTAKE FORM

Funding Identifier:

Title III B ☐ Title C1 ☐ Title C2 ☐ Title III D ☐ Title III E ☐ Title III E(G) ☐ Linkages ☐

CLIENT DEMOGRAPHICS

1	Applicant Last Name	First Name	Middle Initial	Client ID #

Home Address *(Number/Street)*	City	State	Zip Code

Home Phone	Work Phone	Cell Phone

Date of Birth (D.O.B.)	Age	Gender ☐ Male ☐ Female ☐ Declined to State	Transgender ☐ Yes ☐ No

Mailing Address *(If different than home address)*	City	State	Zip Code

Email Address

Veteran ☐ Yes ☐ No	Spouse of Veteran ☐ Yes ☐ No	Veteran #

Client Race

☐ White ☐ American Indian or Alaska Native ☐ Chinese ☐ Japanese ☐ Filipino ☐ Korean ☐ Vietnamese

☐ Asian Indian ☐ Laotian ☐ Cambodian ☐ Other Asian ☐ Black or African American ☐ Guamanian

☐ Hawaiian ☐ Samoan ☐ Other Pacific Islander ☐ Other Race ☐ Multiple Race ☐ Declined to State

Client Ethnicity ☐ Not Hispanic/Latino ☐ Hispanic/Latino ☐ Declined to State

Relationship Status ☐ Single (Never Married) ☐ Married ☐ Domestic Partner ☐ Separated ☐ Divorced ☐ Widowed ☐ Declined to State

Type of Residence	Does the individual (*Optional*)
☐ House ☐ Apartment ☐ Hotel ☐ Mobile Home ☐ Nursing Home ☐ Residential Care Home ☐ Room and Board ☐ Homeless ☐ Other	☐ Rent ☐ Own ☐ Other

Living Arrangement	Rural Designation	Unincorporated City
☐ Lives alone without help ☐ Lives with others without help ☐ Lives alone with help 4 hrs/day or less ☐ Lives with others with help ☐ Declined to State	☐ Rural ☐ Urban ☐ Declined to State	☐ Yes ☐ No

Primary Language Spoken

☐ American Sign Language ☐ Arabic ☐ Armenian ☐ Cambodian ☐ Cantonese ☐ Chinese ☐ English

☐ Farsi ☐ French ☐ Korean ☐ Laotian ☐ Mandarin ☐ Japanese ☐ Russian ☐ Spanish ☐ Tagalog

☐ Thai ☐ Vietnamese ☐ Other

Translation needed ☐ Yes ☐ No

Los Angeles County Area Agency on Aging

Contractor: _____ Client Name: _____Fiscal Year: _____

EMERGENCY CONTACT

2	Contact Last Name		First Name		Middle Initial
Address *(Number/Street)*			City	State	Zip Code
Home Phone	Work Phone		Cell Phone	Relationship	
Contact Name (*Last, First, Middle Initial*) – *Optional*					
Address *(Number/Street)*			City	State	Zip Code
Home Phone	Work Phone		Cell Phone	Relationship	
Physician's Name				Office Phone	
Physician's Address			City	State	Zip Code

FINANCIAL/BENEFITS

3	Are you currently receiving Social Security Benefits? ☐ Yes ☐ No	What benefit(s) are you receiving?	Social Security # (*Optional*)
Do you currently receive SSI benefits? ☐ Yes ☐ No		Do you participate in CalFresh (Food Stamps, SNAP, EBT)? ☐ Yes ☐ No	
Do you have Health Insurance? ☐ Yes ☐ No		Health Insurer's Name	Policy Number: *(Optional)*
Do you receive Medi-Cal? ☐ Yes ☐ No		Medi-Cal # *(Optional)* Issue date:	Do you receive Medicare? ☐ Yes ☐ No
Do you receive In-Home Supportive Services *(IHSS)?* ☐ Yes ☐ No			
Is your personal income at or below Federal Poverty Level? ☐ Yes ☐ No ☐ Declined to State			
Employment Status *(Check One)* ☐ Full-time ☐ Part-time ☐ Retired ☐ Unemployed ☐ Declined to State			

REFERRAL INFORMATION

4	Referral Source		Referral Source relationship to client	
Last Name		First Name	Phone	
Address		City	State	Zip Code
Interview Mode ☐ Face-to-Face (*Appointment*) ☐ Telephone ☐ Drop-In ☐ In-Home				
Presenting Problems/Services Requested/Comments/Follow-up:				

Los Angeles County Area Agency on Aging

Contractor: _____ Client Name: _____Fiscal Year: _____

NUTRITIONAL RISK FACTORS

5 NUTRITIONAL RISK

(Add the numbers from each checked box to determine Nutrition Risk Score)

I have an illness or condition that made me change the kind and/or amount of food I eat.	2 □ Yes	□ No	□ Declined to State
I eat fewer than 2 meals per day.	3 □ Yes	□ No	□ Declined to State
I eat few fruits or vegetables or milk products.	2 □ Yes	□ No	□ Declined to State
I have 3 or more drinks of beer, liquor or wine almost every day.	2 □ Yes	□ No	□ Declined to State
I have tooth or mouth problems that make it hard for me to eat.	2 □ Yes	□ No	□ Declined to State
I don't always have enough money to buy the food I need.	4 □ Yes	□ No	□ Declined to State
I eat alone most of the time.	1 □ Yes	□ No	□ Declined to State
I take 3 or more different prescribed or over-the-counter drugs a day.	1 □ Yes	□ No	□ Declined to State
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2 □ Yes	□ No	□ Declined to State
I am not always physically able to shop, cook and/or feed myself.	2 □ Yes	□ No	□ Declined to State
Total Nutritional Risk Score		(If total is 6 or more, participant is at **High** Nutritional Risk)	

ADL / IADL RISK FACTORS

6 ACTIVITIES OF DAILY LIVING (ADL)/INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL)

Excluding Title III E Caregiver Program

Activities of Daily Living *(ADL)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Eating	□	□	□	□	□	□
Bathing	□	□	□	□	□	□
Toileting	□	□	□	□	□	□
Transferring	□	□	□	□	□	□
Walking	□	□	□	□	□	□
Dressing	□	□	□	□	□	□

Instrumental Activities of Daily Living *(IADL)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Meal Preparation	□	□	□	□	□	□
Shopping	□	□	□	□	□	□
Med. Mgmt.	□	□	□	□	□	□
Money Mgmt.	□	□	□	□	□	□
Using Phone	□	□	□	□	□	□
Hvy. Housework	□	□	□	□	□	□
Lt. Housework	□	□	□	□	□	□
Transportation	□	□	□	□	□	□

DISABILITY FACTORS

☐ Visually Impaired ☐ Hearing Impaired ☐ Speech Impaired

☐ Physically Impaired ☐ Walking Aid ☐ Wheelchair

☐ Bedbound ☐ Memory Impaired ☐ Depression

☐ Cognitively Impaired ☐ Declined to State ☐ None

Recent Hospital Discharge ☐Yes☐ No

Date of Discharge

Date To Stop Service

Hospital

Diabetic

☐ Yes ☐ No

Have you been diagnosed with Alzheimer's or a related neurological disorder?

☐ Yes ☐ No

Los Angeles County Area Agency on Aging

Contractor: _____ Client Name: _____Fiscal Year: _____

TITLE III E CARE RECEIVER DEMOGRAPHICS

7 TITLE III E CARE RECEIVER DEMOGRAPHICS

Please make additional copies of Section 7 & 8 if more than one Care Receiver

Caregiver Relationship: ☐ Husband ☐ Wife ☐ Domestic Partner ☐ Grandparent ☐ Son/Son-in-Law ☐ Daughter/Daughter-in-Law ☐ Other Relative ☐Non-Relative ☐ Declined to State

Care Receiver Last Name	First Name	Middle Initial	Care Receiver Participant ID #

Address (Number & Street)	City	State	Zip Code

Home Phone	Work Phone	Cell Phone	Emergency Contact Phone

Date of Birth (D.O.B.)	Age	Gender	Transgender
		☐ Male ☐ Female ☐ Declined to State	☐ Yes ☐ No

Veteran	Spouse of Veteran
☐ Yes ☐ No	☐ Yes ☐ No

Race

☐ White ☐ American Indian or Alaska Native ☐ Chinese ☐ Japanese ☐ Filipino ☐ Korean ☐ Vietnamese

☐ Asian Indian ☐ Laotian ☐ Cambodian ☐ Other Asian ☐ Black or African American ☐ Guamanian

☐ Hawaiian ☐ Samoan ☐ Other Pacific Islander ☐ Other Race ☐ Multiple Race ☐ Declined to State

Ethnicity

☐ Not Hispanic/Latino ☐ Hispanic/Latino ☐ Declined to State

Relationship Status

☐ Single *(Never Married)* ☐ Married ☐ Domestic Partner ☐ Separated ☐ Divorced ☐ Widowed

☐ Declined to State

Type of Residence	Does the individual (*Optional*)
☐ House ☐ Apartment ☐ Hotel ☐ Mobile Home ☐ Nursing Home ☐ Residential Care Home ☐ Room and Board ☐ Homeless ☐ Other	☐ Rent ☐ Own ☐ Other

Living Arrangement	Rural Designation	Unincorporated City
☐ Alone ☐ Not Alone ☐ Declined to State	☐ Rural ☐ Urban ☐ Declined to State	☐ Yes ☐ No

Employment Status *(Check One)*	Receive In-Home Supportive Services *(IHSS)?*
☐ Full-time ☐ Part-time ☐Retired ☐ Unemployed ☐ Declined to State	☐ Yes ☐ No

Is Care Receiver's personal income at or below Federal Poverty Level? ☐ Yes ☐ No

Receive Medi-Cal *(Optional)*	Receive Medicare *(Optional)*	Receive Social Security *(Optional)*	Social Security # *(Optional)*	Have Health Insurance?
☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No

Los Angeles County Area Agency on Aging

Contractor: _____ Client Name: _____Fiscal Year: _____

TITLE III E CARE RECEIVER ADL / IADL RISK FACTORS

8 **TITLE III E CARE RECEIVER ACTIVITIES OF DAILY LIVING (ADL) / INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL)**
(*Grandchildren exempt*)

Activities of Daily Living *(ADL)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Eating	☐	☐	☐	☐	☐	☐
Bathing	☐	☐	☐	☐	☐	☐
Toileting	☐	☐	☐	☐	☐	☐
Transferring	☐	☐	☐	☐	☐	☐
Walking	☐	☐	☐	☐	☐	☐
Dressing	☐	☐	☐	☐	☐	☐

Instrumental Activities of Daily Living *(IADL)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Meal Preparation	☐	☐	☐	☐	☐	☐
Shopping	☐	☐	☐	☐	☐	☐
Med. Mgmt.	☐	☐	☐	☐	☐	☐
Money Mgmt.	☐	☐	☐	☐	☐	☐
Using Phone	☐	☐	☐	☐	☐	☐
Hvy. Housework	☐	☐	☐	☐	☐	☐
Lt. Housework	☐	☐	☐	☐	☐	☐
Transportation	☐	☐	☐	☐	☐	☐

DISABILITY FACTORS

☐ Visually Impaired ☐ Hearing Impaired ☐ Speech Impaired ☐ Physically Impaired ☐ Walking Aid
☐ Wheelchair ☐ Bedbound ☐ Memory Impaired ☐ Depression ☐ Cognitively Impaired ☐ Declined to State
☐ None

Diabetic	Has Care Receiver been diagnosed with Alzheimer's or a related neurological disorder?
☐Yes ☐ No	☐ Yes ☐ No

Los Angeles County Area Agency on Aging

Contractor: _____ Client Name: _____Fiscal Year: _____

CERTIFICATION	9	***CERTIFICATION*** *(To be completed by Interviewer and signed by Client)* *I certify that the information on this form, provided to me by the client, is accurate and true to the best of my abilities. I also certify that I have informed the Client that this information may be shared with other providers for the purpose of providing services. Client signature establishes agreement to services.*	
		Completed by (Print Name)	*Phone*
		Signature	*Date*
		Client Name (Print)	
		Client Signature	*Date*

REASON FOR DEACTIVATION	10	**REASON FOR DEACTIVATION**
		☐ Deceased ☐ Moved Out of Service Area ☐ No Longer Desires Services ☐ No Longer SNF Certifiable ☐ No Longer Medi-Cal Eligible ☐ Institutionalization ☐ High Cost of Services ☐ Won't Follow Care Plan ☐ On Hold ☐ Service No Longer Needed ☐ Past Active ☐ On Waiting List ☐ Other Reason

Notes:

Thank you for completing the Universal Intake Form (UIF). As the aging population grows and funding remains limited, it is vital to capture this critical information to reinforce and substantiate the increased demand for older adult services. This information will assist the Los Angeles County Area Agency on Aging (AAA) in identifying unmet needs, effectively developing plans, and better coordinating services to meet your needs.

ATTACHMENT 7

LOS ANGELES COUNTY SNAP ED 2014-15 QUALIFIED SITES

AGENCY	SITE	STREET ADDRESS	CITY	ZIP
AZUSA, CITY OF	Azusa Senior Center	740 N. Dalton Avenue	Azusa	91702
BURBANK, CITY OF	Joslyn Adult Center	1301 W. Olive Avenue	Burbank	91506
BURBANK, CITY OF	Tuttle Senior Center	1731 North Ontario	Burbank	91505
CULVER CITY, CITY OF	Culver City Senior Center	4095 Overland Ave	Culver City	90232
EL MONTE, CITY OF	Jack Crippen Multipurpose Senior Center	3120 N. Tyler Avenue	El Monte,	91731
GARDENA, CITY OF	Nakaoka Community Center	1670 W. 162nd Street,	Gardena,	90247
GARDENA, CITY OF	Lawndale Senior Center	14701 Burin Ave	Lawndale,	90260
GARDENA, CITY OF	Rowely Park	13220 S. Van Ness Ave	Gardena,	90249
GARDENA, CITY OF	Senior Day Care Center	14517 Crenshaw Blvd	Gardena,	90249
GLENDALE, CITY OF	Adult Recreation Center	201 E. Colorado St	Glendale,	91205
GLENDALE, CITY OF	Pacific Park Community Center	501 South Pacific Ave	Glendale,	91205
HUMAN SERVICES ASSOCIATION	Long Beach Senior Center	1150 E. 4th St.	Long Beach,	90802
HUMAN SERVICES ASSOCIATION	Roosevelt Park	7600 Graham Avenue,	Los Angeles	90001
HUMAN SERVICES ASSOCIATION	Bell Gardens Senior Center	6722 Clara St.	Bell Gardens,	90201
HUMAN SERVICES ASSOCIATION	Bellflower Senior Center	16614 S. Clark Ave	Bellflower,	90706
HUMAN SERVICES ASSOCIATION	California Recreation Community Center/Cambodian Senior Center	1550 Martin Luther King Blvd	Long Beach,	90813
HUMAN SERVICES ASSOCIATION	Commerce Senior Center	2555 Commerce Way	Commerce,	90040
HUMAN SERVICES ASSOCIATION	Hawaiian Gardens Senior Center	21815 Pioneer Blvd	Hawaiian Gardens,	90716
HUMAN SERVICES ASSOCIATION	Human Services Association ADCRC	6800 Florence Ave	Bell Gardens,	90201
INGLEWOOD, CITY OF	Hawthorne Senior Center	3901 El Segundo Blvd	Hawthorne,	90250
INGLEWOOD, CITY OF	Inglewood Senior Center	330 Centinela Ave	Inglewood,	90302
INGLEWOOD, CITY OF	Lennox Park Senior Center	10828 Condon Ave	Lennox,	90304
POMONA, CITY OF	Emerson Village	755 N. Palomares,	Pomona,	91767
POMONA, CITY OF	Palomares Park Senior Center	499 E. Arrow Hwy,		91767
POMONA, CITY OF	Washington Park Community Center	865 E. Grand Ave,	Pomona,	91766
SAN FERNANDO, CITY OF	Las Palmas Park	505 S. Huntington St,	San Fernando,	91340
SAN GABRIEL VALLEY YWCA	Baldwin Park Community/Senior Center	4100 Baldwin Park Blvd,	Baldwin Park,	91706

LOS ANGELES COUNTY SNAP ED 2014-15 QUALIFIED SITES

AGENCY	SITE	STREET ADDRESS	CITY	ZIP
SAN GABRIEL VALLEY YWCA	San Dimas Senior Center	201 E. Bonita Avenue	San Dimas,	91773
SAN GABRIEL VALLEY YWCA	Antelope Valley Senior Center/ Lancaster	777 W Jackman Street,	Lancaster	93534
SAN GABRIEL VALLEY YWCA	East Los Angeles Service Center	133 N. Sunol Drive	LA,	90063
SAN GABRIEL VALLEY YWCA	Bassett Park Senior Center	510 N. Vineland Ave.	La Puente,	91744
SAN GABRIEL VALLEY YWCA	Alhambra Joslyn Adult Center	210 N. Chapel Ave.	Alhambra,	91801
SAN GABRIEL VALLEY YWCA	Altadena Senior Center	560 E. Mariposa Street,	Altadena,	91001
SAN GABRIEL VALLEY YWCA	Covina Joslyn Senior Center	815 N. Barranca Avenue,	Covina,	91723
SAN GABRIEL VALLEY YWCA	Duarte Senior Center	1610 Huntington Drive,	Duarte,	91010
SAN GABRIEL VALLEY YWCA	Eastmont Community Center	701 S. Hoefner Ave	LA,	90022
SAN GABRIEL VALLEY YWCA	Fairmont Senior Housing	822 N. Hazard Avenue	LA,	90063
SAN GABRIEL VALLEY YWCA	Glendora La Fetra Center For Seniors	333 E. Foothill Boulevard	Glendora,	91740
SAN GABRIEL VALLEY YWCA	Jackie Robinson Center	1020 N. Fair Oaks Avenue	Pasadena,	91103
SAN GABRIEL VALLEY YWCA	La Puente Senior Center	16001 E. Main Street	LA Puente,	91744
SAN GABRIEL VALLEY YWCA	La Verne Community/Senior Center	3680 "D" Street	La Verne,	91750
SAN GABRIEL VALLEY YWCA	Montebello Senior Center	115 S. Taylor Avenue	Montebello,	90640
SAN GABRIEL VALLEY YWCA	Monterey Park Langley Center	400 W. Emerson Avenue	Monterey Park,	91754
SAN GABRIEL VALLEY YWCA	Nueva Maravilla Senior Cafe	4848 Colonia De Las Rosas	LA,	90022
SAN GABRIEL VALLEY YWCA	Palmdale Legacy Commons Active Seniors	930 E. Avenue Q-9,	Palmdale	93550
SAN GABRIEL VALLEY YWCA	Pasadena Christian Church	789 N. Altadena Drive	Pasadena,	91107
SAN GABRIEL VALLEY YWCA	Pasadena Senior Center	85 E. Holy Street	Pasadena,	91103
SAN GABRIEL VALLEY YWCA	Potrero Heights Park Community & Senior Center	8051 Arroyo Drive	Montebello,	90640
SAN GABRIEL VALLEY YWCA	Roybal Clinic Senior Cafe	245 S. Fetterly Avenue	LA,	90022
SAN GABRIEL VALLEY YWCA	Salazar Park Senior Center	3864 E. Whittier Blvd	LA,	90023

ATTACHMENT 7

LOS ANGELES COUNTY SNAP ED 2014-15 QUALIFIED SITES

AGENCY	SITE	STREET ADDRESS	CITY	ZIP
SAN GABRIEL VALLEY YWCA	San Gabriel Senior Center	324 S. Mission Drive	San Gabriel,	91776
SAN GABRIEL VALLEY YWCA	Sierra Madre Senior Center	222 W. Sierra Madre Blvd	Sierra Madre,	91024
SAN GABRIEL VALLEY YWCA	Steinmetz Park Senior Center	1545 S. Stimson Avenue	Hacienda Heights,	91745
SAN GABRIEL VALLEY YWCA	Temple City-Live Oak Park Community Center	10144 Bogue Street	Temple City,	91780
SAN GABRIEL VALLEY YWCA	Valleydale Park Senior Neighborhood Center	5525 N. Lark Ellen Avenue	Azusa,	91702
SAN GABRIEL VALLEY YWCA	Walnut Senior Center	21215 La Puente Rd	Walnut,	91789
SAN GABRIEL VALLEY YWCA	YWCA Greater Los Angeles Empowerment Center	4315 Union Pacific Ave	LA,	90023
SANTA CLARITA VALLEY COMMITTEE ON AGING	Bouquet Canyon Seniors Apartments	26705 Bouquet Canyon Rd	Saugus	91350
SANTA CLARITA VALLEY COMMITTEE ON AGING	Santa Clarita Senior Center	22900 Market Street	Santa Clarita,	91321
SOUTH EL MONTE, CITY OF	South El Monte Senior Center	1556 Central Avenue,	South El Monte,	91733
SOUTHEAST AREA SOCIAL SERVICES	Whittier Senior Center	13225 Walnut Street,	Whittier,	90602
SOUTHEAST AREA SOCIAL SERVICES	Adventure Park	10130 Gunn Ave.,	Whittier,	90605
SOUTHEAST AREA SOCIAL SERVICES	La Mirada Activity Center	13810 La Mirada Blvd,	La Mirada,	90638
SOUTHEAST AREA SOCIAL SERVICES	Los Nietos Neighborhood Center	11640 E. Slauson Avenue,	Whittier,	90606
SOUTHEAST AREA SOCIAL SERVICES	Mayberry Park	13201 E. Meyer Road,	Whittier,	90605
SOUTHEAST AREA SOCIAL SERVICES	Pico Rivera Senior Center	9200 Mines Avenue	Pico Rivera,	90650
SOUTHEAST AREA SOCIAL SERVICES	Santa Fe Springs Neighboorhood Center	9255 S. Pioneer Blvd,	Santa Fe Springs,	90670
STEELWORKERS OLDTIMERS FOUNDATION, INC	Florence Firestone Senior Center	7807 S. Compton Ave	LA,	90001
STEELWORKERS OLDTIMERS FOUNDATION, INC	Bell Senior Center/Phillip Murray Place	4324 Florence Ave	Bell,	90201
STEELWORKERS OLDTIMERS FOUNDATION, INC	Compton Neighborhood Center	600 N. Alameda	Compton,	90221

LOS ANGELES COUNTY SNAP ED 2014-15 QUALIFIED SITES

AGENCY	SITE	STREET ADDRESS	CITY	ZIP
STEELWORKERS OLDTIMERS FOUNDATION, INC	Cudahy Senior Center	4835 Clara St.	Cudahy,	90201
STEELWORKERS OLDTIMERS FOUNDATION, INC	Dollarhide Neighborhood Center	1108 N. Oleander Ave,	Compton,	90220
STEELWORKERS OLDTIMERS FOUNDATION, INC	East Rancho Dominguez Service Center	4513 E. Compton Blvd,	Compton,	90221
STEELWORKERS OLDTIMERS FOUNDATION, INC	Huntington Park Family Center	3355 E. Gage Avenue,	Huntington Park,	90255
STEELWORKERS OLDTIMERS FOUNDATION, INC	St. Timothy's Manor	425 S. Oleander Ave,	Compton,	90220
TORRANCE SO. BAY AREA YMCA	Torrance So. Bay YMCA	2900 W. Sepulveda Blvd,	Torrance,	90505
TORRANCE SO. BAY AREA YMCA	Carson Community Center	801 E. Carson Street,	Carson,	90745
TORRANCE SO. BAY AREA YMCA	Perry Park Senior Center	2308 Rockefeller Ln,	Redondo Beach,	90278
TORRANCE SO. BAY AREA YMCA	Veteran’s Park Senior Center	301 Esplanade,	Redondo Beach,	90277
WEST COVINA, CITY OF	West Covina Senior Center	2501 E. Cortez,	West Covina,	91791

SNAP-Ed Census Tract Site Eligibility Form **EXHIBIT 8**

For instructions to complete this form refer to the SNAP-Ed Census Tract Site Eligibility Form.
Complete this form using the Network for a Healthy California – GIS Map Viewer 2.0.

*Type**	*Site Name*	*Address*	*City*	*Zip*	*Census Tract*	*Ethnicity***	*100 % FPL*	*185 % FPL*	*Notes*
Example: Elderly Service Center	Happy Café	123 Main Street	Sacramento	55555	06001422600	AR	N/A	33%	
							%	%	
							%	%	
							%	%	
							%	%	
							%	%	
							%	%	
							%	%	
							%	%	

*Refer to list from Delivery Sites by Type of Setting section.
**All Races-AR, American Indian or Alaska Native-AI, Asian-AS, Black/African American-B, Native Hawaiian or Other Pacific Islander-NH, Hispanic/Latino-H, White-W, Other Races-OR.

EXHIBIT 9

Los Angeles County Area Agency On Aging
Annual Nutrition Assessment
Based on Title 22, Code of Regulations (CCR), Division 1.8, California Department of Aging, Article 6

Title 22 Section Reference	PROVIDER:	
	Address:	DATE:
	Project Staff Interviewed:	EVALUATED BY:
		Exit Interview with:

Program Observation

Menu of the Day		C-2 Pack Temp	C-1 Serve Temp	Comments/Recommendations
7636.1 7638.5	Entrée			
	Vegetable			
	Salad			
	Bread			
	Dessert			
	Milk			
	Other Vegetarian Option:			
	Number of Meals Served This Date			
	Service began at Ended:			
	Menus comply with DRI Standards			

			Yes	No	Comments/Recommendations
7636.1	Food Prep	Temperatures documented; arrival, final cooking temps, serving			
		Methods conserve nutritive value, flavor, appearance/follow menu			
		Standardized recipes used			
		Appropriate method to determine temperatures			
		Appropriate thawing procedures followed			
		Appropriate heat maintenance used			
		Holding time between cooking and serving < 2 hours			

			Yes	No	Comments/Recommendations
7636.1 7638.5	Food Service	Orderly, efficient, on time, minimum 1/2 hour service			
		Portions adequate, equal in size			
		Shortage and leftovers controlled			
		Eating utensils appropriately handled when removing from dishwasher			
		Eating utensils appropriately handled when setting tables			
		Water readily available to participants			

Los Angeles County Area Agency On Aging
Annual Nutrition Assessment
Based on Title 22, Code of Regulations (CCR), Division 1.8, California Department of Aging, Article 6

Program Observation					
			Yes	No	Comments/Recommendations
7636.1 7638.1	Kitchen & Serving Areas	Work surfaces clean and organized			
		Neat, clean floors, walls, ceilings, ventilation			
		Equipment clean, in working order			
		Windows and doors screened			
		Hand-washing facilities provided, soap, paper towels, hot water			
		Dishwashing according to policies and procedures			
		Tables and chairs clean and in good repair			
		Disposables are discarded after single service			
			Yes	No	Comments/Recommendations
7636.1	Food Storage Areas	Food, cleaning supplies, personal items, separated			
		Free from insects/rodents			
		Food items stored 6 inches off floor and away from wall, 18 inches from ceiling			
		All items clearly labeled and dated			
		Frozen and emergency food dated and labled			
		Food inspected upon receipt for quality and safety, stored promptly			
		Potentially hazardous foods stored properly in refrigerator or freezer			
		FIFO policy is evidenced			
		Food stored with heavier items at lower level			
		Program returns products which were damaged upon receipt			
		Dishes and eating utensils are properly stored			
			Yes	No	Comments/Recommendations
7636.1 7636.3	Observtion of Food Service Staff	Appropriate food handling observed			
		Appropriate clean attire, hairnets, caps, aprons			
		Personal hygiene: clean, neat, absent of infections			
		Demonstration of proper hand washing			
		Street clothes stored away from food			
		Refrain from eating, drinking, and smoking in the kitchen			
		Serving procedures followed, appropriate use of disposable gloves, correct utensils			
		Adequate staff available			
Program Observation					

Los Angeles County Area Agency On Aging
Annual Nutrition Assessment
Based on Title 22, Code of Regulations (CCR), Division 1.8, California Department of Aging, Article 6

			Yes	No	Comments/Recommendations
7636.1 7638.1	General Areas	Floors clean, free of clutter			
		Restrooms separate from food areas; hot water, towels, and soap available			
		Trash cans clean, adequate, covered when not in use			
		Fire Extinguisher DATE:			
		Outside trash storage sanitary			
			Yes	**No**	**Comments/Recommendations**
7636.1 7638.5 7638.9	Notices Posted	MSDS file available to food service staff			
		Health Inspection DATE:			
		No Smoking (dining room and kitchen, or outside)			
		Hand Washing (restroom and kitchen)			
		Suggested donation and guest fee posted			
		Cleaning schedule			
		Menu (dining room and kitchen)			
		Removal of food from site			
			Yes	**No**	**Comments/Recommendations**
7636.1	Bulk Food Transport	Equipment clean, adequate, appropriate			
		Thermometer available/utilized			
		Temperature logs maintained prior to transport and upon delivery			
		Delivered less than 2 hours prior to service			
			Yes	**No**	**Comments/Recommendations**
7636.1 7636.3	Home-Delivered Meals Observation	Project vehicles used			
		Clean transport vehicles			
		Client's acceptance of service			
		Number of routes:			
		Participants per route:			
		Total time involved in delivery			
		Delivery departure on time			
		Approved carriers used; clean, good condition			
		Drivers are employees			
		Temperatures taken on packing			
		Packaged food attractive			

Administrative Review

Los Angeles County Area Agency On Aging
Annual Nutrition Assessment
Based on Title 22, Code of Regulations (CCR), Division 1.8, California Department of Aging, Article 6

			Yes	No	Comments/Recommendations
7636.1 7636.3 7636.5 7638.5	Personnel Management	Project receives services of a Registered Dietitian (RD)?			
		RD involved in planning, including budget, staffing, job descriptions, type of food service?			
		RD approves all menus and forwards to County AAA?			
		RD approves all nutrition related in-service sessions?			
		Written training plan implemented?			
		Personnel trained to make menu substitutions?			
		Food Service training documented - list classes?			
		Food Safety Manager certificate up to date?			
		All staff received annual in-inservice on sanitation?			
		Training Attendance Records on file?			
		Food Service training staff evaluations are on file?			
		Personnel trained on MSDS?			
			Yes	**No**	**Comments/Recommendations**
7638.1 7638.9	Site Management	Contractor has a comprehensive Policy & Procedures Manual?			
		Quality Assurance Committee organized?			
		Client Meal Surveys are completed for C-1 and C-2?			
		Contributions are collected confidentially?			
		Clients are aware of the importance of their donations?			
		Signage with suggested donation and guest fee posted at site?			
		Clients are informed that they will not be denied a meal because of failure or inability to make a donation?			
		Contributions are protected (written Policies &Procedures required)?			
		Client donations & guest fees are deposited in separate receptables.?			
		Current donation suggested for Congregate Meal?			
		Guest Fee amount)			
		Does not deny a meal to Client who has failed to make a reservation when food is available?			
		Site manager on-site during time that ENP activities are taking place?			

Administrative Review			
	Yes	**No**	**Comments/Recommendations**

7636.1 7638.7 7638.9	Home-Delivered Meals Management	Clients are informed that they will not be denied a meal because of failure or inability to make a donation?			
		Current donation suggested for Home-Delivered Meal?			
		Clients are aware of the importance of their donations?			
		Routes checked by HDM Coordinator twice per year?			
		Temperatures taken on each Route twice per month?			
		Procedures if inappropriate temperatures are found?			
			Yes	**No**	**Comments/Recommendations**
7638.1	Physical Site	Appropriate for Older Individuals?			
			Yes	**No**	**Comments/Recommendations**
7636.1 7636.7 7638.7 7638.9	Congregate Clients	New Clients are oriented to meal times, rules, reservations, and conduct?			
		Celebration of special occasions?			
		Meals available on non-County recognized holidays (i.e., vacations, city shut-downs or religious holidays)			
			Yes	**No**	**Comments/Recommendations**
7636.1 7636.7	Food Purchasing & Management	Meets USDA & FDA standards?			
		Purchases correspond to meals?			
		Written record of purchases maintained?			
		Donated foods appropriate?			
		Monthly physical inventory completed?			
		Protections against loss, pilferage, and spoilage?			
			Yes	**No**	**Comments/Recommendations**
7638.11	Nutrition Education	Provided a minimum of six (6) times per year at Congregate Meal Site?			
		Provided four times per year for Home-Delivered Meal Clients			
		Nutrition Education geared to needs of Clients			
		Clients' nutrition questions are referred to RD?			

cords Review

Los Angeles County Area Agency On Aging
Annual Nutrition Assessment
Based on Title 22, Code of Regulations (CCR), Division 1.8, California Department of Aging, Article 6

			Yes	No	Comments/Recommendations
7636.1 7638.5	Required Records to be Reviewed	Refrigerator and freezer temperature records			
		Food preparation temperature records			
		Serving temperature records			
		Dishwasher temperature records			
		Past 12 months of Menus and Substitutions			
		Home-Delivered Meal Route temperature records			
		MSDS file			
		RD reports			
		Fire Safety Inspection Report DATE:			

Follow-up from Last Assessment		TIMELINES
1		
2		
3		
Achievements of the Past Year		**TIMELINES**
1		
2		
3		
Program Goals for Remainder of FY and Next Year:		**TIMELINES**
1		
2		
3		
Summary of Findings and Timeline:		**TIMELINES**

ATTACHMENT 10

Indirect Activity Tracking Sheet
PSA #/AAA Name:

Number	Date	Site Name	# of Participants Options	Type of Activity	Types of Materials Distributed	Details: Venue, Event, Topics, etc.	Source Data Code *Complete only for communcations and events
Indirect Education							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
		Total:	0				

Types of Indirect Materials Distributed
Fact sheets/ pamphlets/newsletters
Posters
Calendars
Promotional Materials with nutrition messages (pens/pencils/wallet reference cards/magnets/cups/etc) Website
Electronic (Email) materials/info distribution
Videos/CD Rom
Other

Types of Communication or Events
Nutrition Education Radio PSAs
Nutrition Education TV PSAs
Nutrition Education Articles
Billboard, Bus or Van Wraps, or Other Signage
Community Events/Fairs -- in Which Participated
Community Events/Fairs – Only Sponsored
Other

Source Data Codes:

Type	Source Data Code
Commercial market data on audience size	1
Survey of target audience	2
Visual estimate	3
Other	4

Los Angeles County AAA SNAP-Ed Sign-In Sheet EXHIBIT 11

Participant Code (or Passport Code) PLEASE PRINT Completing this form indicates you meet the age eligibility requirement (over 60 years of age).	1. CalFresh Eligible?		2. Gender		3. Have you taken any other SNAP-Ed classes since October 1, 2015?		4. Demo-graphic Info (see * below)	**Session #1 Date:** _____	**Session #2 Date:** _____	**Session #3 Date:** _____	**Session #4 Date:** _____	**OFFICE USE ONLY:** 5. Type of Written Material Provided at SNAP-Ed Class
	Yes	No	M	F	Yes	No		**Please initial**	**Please initial**	**Please initial**	**Please initial**	
1												
2												
3												
4												
5												
6												
7												
8												
9												

Demographic Info: *Choose ONE group that describes you best; if two groups describe you, indicate both:

1-White, NOT Hispanic/Latino
2-White AND Hispanic/Latino
3-Hispanic/Latino
4-African American, NOT Hispanic/Latino
5-African American AND Hispanic/Latino
6-Native American, NOT Hispanic/Latino
7-Native American AND Hispanic/Latino
8-Asian and Hispanic/Latino
9-Asian, not Hispanic/Latino
10-Hawaiian Native/Pacific Islander, NOT Hispanic/Latino
11-Hawaiian Native/Pacific Islander AND Hispanic/Latino
12-More than one race, not Hispanic/Latino
13-More than one race and Hispanic/Latino

5. CODES FOR TYPE OF WRITTEN MATERIAL: **A**--Fact sheets/pamphlets/newsletters; **B**--Posters; **C**--Calendars; **D**--Promotional materials with nutrition messages; **E**--Website; **F**--Electronic (email) materials/info distribution; **G**--Videos/CD Rom; **H**--Other (write in)

California Department of Aging Approved Evidence Based Programs: Older Adult Approved SNAP-Ed Nutrition Education Obesity Prevention Interventions

Program Title	Program Materials	Program Information	Description	Language	Audience Specific	Costs
Arthritis Foundation Exercise Program	Certified Instructor Take Control with Exercise DVD	Arthritis Foundation http://www.arthritis.org/resources/community-programs/excercise/	The Arthritis Foundation Exercise Program is a low-impact physical activity program proven to reduce pain and decrease stiffness. The routines include gentle range-of-motion exercises that are suitable for every fitness level.	English	Older Adults	$29.00 for DVD
Bingocize™	Program guide	Bingocize™ http://www.bingocize.com/wp/ Jason Crandall Ph.D. Assistant Professor of Kinesiology & Health Promotion Kentucky Wesleyan College Owensboro, Kentucky 42301 270-929-0479 jason.crandall@wku.edu Jason Crandall Ph.D. 2122 Mayfair Drive Owensboro, Ky. 42301	Bingocize™ consists of two 60 minute sessions per week. Each session begins with the participants sitting at tables with bingo cards and exercise equipment (balance pads and resistance bands). After every two exercises, a bingo letter and number combination is announced for the game. The pattern is continued until a participant wins the game. The programs goals are to improve mobility, balance, and ADL's in older adult populations.	English	Older Adults	$300 manual. On-site training or phone support available

Program Title	Program Materials	Program Information	Description	Language	Audience Specific	Costs
DASH Health Education Kit	Toolkit primarily handouts.	DASH Health Education http://www.nationaldairycouncil.org/EducationMaterials/HealthProfessionalsEducationKits/Pages/DASH.aspx	Contains important information on the role of dairy and dairy nutrients in promoting the benefits of the Dietary Approaches to Stop Hypertension (DASH) eating plan, which may reduce high blood pressure and other cardiovascular risk factors. Contains supplemental resources that may provide ideas for a series of classes.	English	Adults	Free to download
Eat Smart, Live Strong: Nutrition Education for Older Adults	SNAP-Ed Connection, USDA	Eat Smart, Live Strong http://snap.nal.usda.gov/resource-library/eat-smart-live-strong-nutrition-education-older-adults/eat-smart-live-strong	A comprehensive educational resource guide designed to help teach clients to select and enjoy nutrient-rich foods first. A tool kit that contains a leader's guide and four sessions to promote increasing fruit and vegetable consumption and physical activity to at least 30 minutes most days of the week.	English	Older Adults	Free to download
Enhance ® Fitness	Community exercise program	Enhance http://projectenhance.org/EnhanceFitness.aspx	Enhance® Fitness, a low-cost, evidence-based group exercise program, helps older adults at all levels of fitness become more active, energized, and empowered to sustain independent lives.	English	Older Adults	Certified instructor, $500 site license

Program Title	Program Materials	Program Information	Description	Language	Audience Specific	Costs
Fit and Strong	Community exercise program – participant manuals and music	Fit and Strong http://www.fitandstrong.org/ Fit and Strong! Team University of Illinois at Chicago Institute for Health Research and Policy Center for Research on Health and Aging, M/C 275 1747 W. Roosevelt Rd., Rm. 558 Chicago, IL 60608 312-413-9810	Fit & Strong is a multi-component, evidence-based physical activity program for older adults. This eight-week program targets older adults with osteoarthritis and has demonstrated significant functional and physical activity improvements in this population.	English	Older Adults	License: $2,000 for multiple sites, $1,000 for one site. One-time equipment costs: Ankle Weights- $22 each Exercise bands- $5 each Manuals- $30 each Mats- $40 each Certified exercise instructor liability Insurance- $160/year

Program Title	Program Materials	Program Information	Description	Language	Audience Specific	Costs
Food Gardening Guide	Community garden	National Gardening Association http://www.garden.org/foodguide/browse	Website with information for developing and maintaining gardens. Supplemental resource may provide ideas for a series of classes.	English	Adults	Plants, seeds, and tools
Matter of Balance	Program guide	National Council on Aging http://www.ncoa.org/improve-health/center-for-healthy-aging/a-matter-of-balance.html	Participants learn to view falls and fear of falling as controllable, set realistic goals to increase activity, change their environment to reduce fall risk factors, and exercise to increase strength and balance. 8 weekly or twice weekly sessions, 2 hours per session, with 8-12 participants. Structured groups intervention activities, include group discussion, problem solving skill building, assertiveness training, videos, sharing practical solutions and exercise training.	English	Older Adults	Instructor Training: $1,500 Post training: Coaches Handbook- $20 Participant handbook- $13 DVD (Fear of Falling and Exercise: It's Never too Late): $164.76
Three Simple Steps to Eating More Fruits and Vegetables	Handout	Centers for Disease Control http://www.fruitsandveggiesmorematters.org/wp-content/uploads/UserFiles/File/pdf/resources/cdc/ThreeSimpleSteps_Brochure.pdf	Handout provides steps to increase the amount of fruits and vegetables in the diet as well as picture examples of an appropriate serving size.	English	Age 2 and above	Free to download

Program Title	Program Materials	Program Information	Description	Language	Audience Specific	Costs
Staying Healthy Through Education and Prevention (STEP)	Program guide, lesson plans, tools, other resources	Agency for Healthcare Research and Quality http://www.ahrq.gov/professionals/education/curriculum-tools/stepmanual/index.html	Evidence-based program that focuses on exercise program focusing on walking and strength training for older adults. Supplemental resource that may provide ideas for a series of classes.	English	Older Adults	Free to Download
Tai Chi: Moving for Better Balance	Community exercise class	National Council on Aging http://www.ncoa.org/improve-health/center-for-healthy-aging/tai-chi-moving-for-better.html Dr. Fuzhong Li, Oregon Research Institute fuzhong.li@orst.edu State Contact: Rachel Zerbo, MPH California Department of Public Health Rachel.zerbo@cdph.ca.gov 916-552-9854	The program includes 24 Tai Chi forms that emphasize weight shifting, postural alignment, and coordinated movements. Synchronized breathing aligned with Tai Chi movements is also integrated into the movement routine. Each session includes instructions in new movements as well as review of movements from previous sessions. Each practice session incorporates musical accompaniment.	English	Older Adults	Two day training $300 fee plus travel costs. No equipment required.
Young at Heart, Tips for Older Adults	Handouts	Weight-control Information Network (WIN) (NIDDK) http://win.niddk.nih.gov/publications/young_heart.htm WIN toll-free at 1–877–946–4627	Contains information on healthy eating and physical activity across the lifespan. Find tips for planning meals, getting active and read about healthy weight. Supplemental resources that may provide ideas for a series of classes.	English and Spanish	Older Adults	Free to download

Program Title	Program Materials	Program Information	Description	Language	Audience Specific	Costs
Walk with Ease	Community exercise, guidebook	Arthritis Foundation http://www.arthritis.org/resources/community-programs/excercise/ State Contact: Jacqueline Tompkins, California Department of Public Health Jaqueline.timpkins@cdph.ca.gov 916-552-9993	The Arthritis Foundation Walk with Ease Program is a community-based physical activity and self-management education program. It includes health education, stretching and strengthening exercises, and motivational strategies. It can be done by individual using the Walk with Ease workbook on their own, or by groups led by trained leaders. Set up as a structured six week multi-component program. While walking is the central activity, Walk with Ease is a multi-component program that also includes health education, stretching and strengthening exercises, and motivational strategies. Group sessions include socialization time, pre-walk informational lecturettes, warm up and cool downs and a 10-35 minute walking period.	English/ Spanish	Older Adults	Co-sponsorship agreement with Arthritis Foundation. Participant workbooks- $11.96
We Can! Ways to Enhance Children's Activity and Nutrition	Handouts and Tool Kit with six hour lessons downloadable from website	National Heart, Lung and Blood Institute http://www.nhlbi.nih.gov/health/public/heart/obesity/wecan/	Initiative designed to give parents, caregivers, and entire communities a way to help children ages 8-13 years stay at a healthy weight. Nutrition education materials are adaptable for use with the older adult population.	English	Children/ Families/ Caregivers/ Older Adults	Free to download

SNAP-Ed Acknowledgment of Funding Statement

Notes About Educational Materials *General*

State agencies should design SNAP-Ed materials to address the cultural, literacy, language, and income needs of the SNAP-Ed target audience.

State agencies should submit media messages and materials prior to their release to FNS Regional Office staff for review, particularly when States are planning large media campaigns and productions.

FNS reserves a royalty-free, non-exclusive right to reproduce, publish, use, or authorize others to use photographs, videos, recordings, computer programs and related source codes, literature, or other products produced, in whole or in part, with SNAP funds for Government purposes.

Materials with subject matter that is beyond the scope of SNAP-Ed, including the screening for diseases and the treatment and management of diseases, are not allowable costs.

FNS encourages State agencies to submit their materials to the SNAP-Ed Connection for consideration and inclusion in the Resource Finder Database.

Guidelines for Duplicating or Editing SNAP-Ed Materials

- If the materials will be reproduced as is, nothing needs to be done.
- When any changes or additions are made to the content or design of SNAP-Ed materials, the SNAP and USDA logos must be removed and the following statement must be added:

"Adapted from U.S. Department of Agriculture, Supplemental Nutrition Assistance Program. USDA does not endorse any products, services, or organizations. Provided by (organizations name)."

- If the name or logo of an organization or company is added to the document, the

  SNAP and USDA logos must be removed and the following statement must be added:

"Adapted from U.S. Department of Agriculture, Supplemental Nutrition Assistance Program. USDA does not endorse any products, services, or organizations. Provided by (organizations name)."

Non-discrimination Statement: Materials developed or reprinted with SNAP-Ed funds shall include the following non-discrimination statement:

English:

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's

income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

USDA is an equal opportunity provider and employer.

For SNAP publications, add the following paragraph:

For any other information dealing with Supplemental Nutrition Assistance Program (SNAP) issues, persons should either contact the USDA SNAP Hotline Number at (800) 221-5689, which is also in Spanish or call the State Information/Hotline Numbers (click the link for a listing of hotline numbers by State).

Spanish:

El Departamento de Agricultura de los Estados Unidos (por sus siglas en inglés "USDA") prohíbe la discriminación contra sus clientes, empleados, y solicitantes de empleo a base de raza, color, origen nacional, edad, discapacidad, sexo, identidad de género, religión, represalias y, según corresponda, convicciones políticas, estado civil, estado familiar o paternal, orientación sexual, o si los ingresos de una persona provienen en su totalidad o en parte de un programa de asistencia pública, o información genética protegida de empleo o de cualquier programa o actividad realizada o financiada por el Departamento. (No todos los criterios prohibidos se aplicarán a todos los programas y/o actividades laborales).

Si desea presentar una queja por discriminación del programa de Derechos Civiles, complete el USDA Program Discrimination Complaint Form (formulario de quejas por discriminación del programa del USDA), que puede encontrar en internet en http://www.ascr.usda.gov/complaint filing cust.html, o en cualquier oficina del USDA, o llame al (866) 632-9992 para solicitar el formulario. También puede escribir una carta con toda la información solicitada en el formulario. Envíenos su formulario de queja completo o carta por correo postal a U.S. Department of Agriculture, Director, Office of Adjudication,

1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, por fax al (202) 690-7442 o por correo electrónico a program.intake@usda.gov.

Las personas sordas, con dificultades auditivas, o con discapacidad del habla que deseen presentar sea una queja de EEO (Igualdad de Oportunidades en el Empleo) o del programa, por favor contacte al USDA por medio del Federal Relay Service (Servicio federal de transmisión) al (800) 877-8339 o (800) 845-6136 (en español).

Las personas con discapacidades que deseen presentar una queja del programa, por favor vea la información anterior acerca de cómo contactarnos directamente por correo postal o por correo electrónico. Si necesita medios alternativos de comunicación para obtener información acerca del programa (Braille, caracteres grandes, cinta de audio, etc.) por favor contacte al Centro TARGET del USDA al (202) 720-2600 (voz y TDD).

El USDA es un proveedor y empleador que ofrece igualdad de oportunidades.

Para publicaciones del SNAP, agregue el siguiente párrafo:

Para obtener más información acerca de cuestiones del programa SNAP, las personas deben contactar al número de línea directa del USDA SNAP al (800) 221-5689, que también está en español o llame a State Information/Hotline Numbers (dé clic en el enlace para obtener un listado de números de línea directa por estado); lo puede encontrar en internet en http://www.fns.usda.gov/snap/contact info/hotlines.htm.

Edits and size requirements: Additions, edits, or deletions to the Civil Rights statement are not allowed. There are no print size requirements when the full Civil Rights statements are used. If the material is too small to permit the full statement to be included, the material at a minimum should include the following statement:

- **English:** "USDA is an equal opportunity provider and employer."
- **Spanish:** "USDA es un proveedor y empleador que ofrece oportunidad igual para todos."

Credit: Should be provided to SNAP as a funding source on newly developed and reprinted materials. FNS recommend the following statements:

- **English**: "This material was funded by USDA's Supplemental Nutrition Assistance Program -- SNAP."
- **Spanish**: "Este material se desarrolló con fondos proporcionados por el Supplemental Nutrition Assistance Program (SNAP en inglés) del Departamento de Agricultura de los EE.UU. (USDA siglas en inglés)."

Outreach: A brief outreach message about SNAP should be provided on all newly developed or reprinted materials, including materials for television, radio, and other media. FNS recommends the following statement:

- **English:** "The Supplemental Nutrition Assistance Program (SNAP) provides nutrition assistance to people with low income. It can help you buy nutritious foods for a better diet. To find out more, contact [enter your local office or toll-free number, or other useful information to help identify how to get services]."
- **Spanish:** "El Supplemental Nutrition Assistance Program (SNAP en inglés) ofrece asistencia relacionada con la nutrición para gente con recursos limitados. Estos beneficios le pueden ayudar a comprar comida nutritiva para una mejor dieta. Para obtener más información, comuníquese con la oficina de servicios sociales de su condado."

Area Agency on Aging
SNAP-Ed End of Year Education Administration Reporting System Form (EARS)
Federal Fiscal Year 2014

PSA Number _____

Area Agency on Agency Name _____

Contact Name and Email Completing Form _____

Award Amount for Federal Fiscal Year (FFY) (July 1, 2014 - September 30, 2014) _____

Direct Education

1a) Number of SNAP-Ed PARTICIPANTS reached through communication and events (unduplicated)

Each individual counts as one participant, regardless of the number of times he or she has participated in direct education activities.

		A
		60+
1	Number of SNAP Recipients in SNAP-Ed	
2	Number of All Other Participants in SNAP-Ed	
3	Total number of SNAP-Ed Participants	

1b) Number of SNAP-Ed CONTACTS by Age and SNAP Status

A SNAP-Ed contact is defined as an interaction in which a SNAP-Ed participant participates in a direct education activity. Each SNAP-Ed participant may have one or more SNAP-Ed contacts.

		B
		60+
1	Contacts with SNAP Recipients in SNAP-Ed	
2	Contacts with All Other Participants in SNAP-Ed	
3	Total contacts of SNAP-Ed Participants	

2a) Total Number of SNAP-Ed Participants who are: Female Male
(The total for this should equal the total for question 1a, row 3, A.)

2b) Total Number of SNAP-Ed Contacts who are: Female Male
(The total for this should equal the total for question 1b, row 3, B.)

3) Race and Ethnicity (Unduplicated only)

		Number of Hispanic/Latino SNAP-Ed Participants by Race	Number of Non-Hispanic/Latino SNAP-Ed Participants by Race	Total by Race
Individuals Reporting **ONLY ONE RACE**	1. American Indian or Alaska Native			
	2. Asian			
	3. Black or African American			
	4. Native Hawaiian or Other Pacific Islander			
	5. White			
Individuals Reporting **MULTIPLE RACES**	6. American Indian or Alaska Native and White			
	7. Asian and White			
	8. Black or African American and White			
	9. American Indian or Alaska Native and Black			
	10. All Others Reporting More Than One Race			
	11. TOTAL by Ethnicity			

4) List All Types of Settings

Type of Setting	# of Different Sites/ Locations	Type of Setting	# of Different Sites/ Locations
Adult Education & Job Training Sites		Libraries	
Adult Rehabilitation Centers		Churches	
Worksites		Public/Community Health Centers	
Community Centers		Public Schools	
Elderly Service Centers		Head Start Programs	
Emergency Food Assistance Sites		Other Youth Education Sites (includes Parks & Rec.)	
Extension Offices		Shelters	
Farmers Markets		WIC Programs	
SNAP Offices		Other (Indian Tribal Organization):	
Food Stores		Other (Community Gardens):	
Public Housing		Other (Community Based	
Individual Homes		Other (please specify): "	

5) Direct Education Programming Format for Entire Year

		A	B	C
	Format	Enter # of sessions delivered for each type provided	Time RANGE per session (in minutes) i.e. *10-120 min*	% delivered by interactive multimedia
1	Single session			
2	Series—2 to 4 sessions			
3	Series—5 to 9 sessions			
4	Series—10 or more sessions			

6) Identify up to four direct education topic areas of emphasis from the list below

Code:	Code:	Code:	Code:

A. Fat Free and low fat milk or equivalent
B. Fats and oils
C. Fiber-rich foods
D. Food shopping/preparation
E. Fruits and vegetables
F. Lean meat and beans
G. Limit sugars or caloric sweeteners
H. My Pyramid
I. Physical Activity
J. Promote Healthy Weight
K. Sodium & Potassium
L. Whole Grains
M. Food Safety
N. Other: MyPlate
O. Other:

7) Types of Activity

Check all methods/materials used for DIRECT education.

☐ Consumer Nutrition Education
☐ 1-on-1 Nutrition Education
☐ Grocery Store Tour
☐ Physical Activity w/ Nutrition Education
☐ Other

Indirect Education

Please complete the following tables for the indirect education you have conducted for the entire federal fiscal year.

8a) Types of Material Distributed

	Check if applicable
Fact sheets/pamphlets/newsletters	☐
Posters	☐
Calendars	☐
Promotional Materials w/nutrition messages (pens/pencils/wallet reference cards/magnets/cups/etc.)	☐
Website	☐
Electronic (Email) materials/info distribution	☐
Videos/CD Rom	☐
Other	☐

8b) Estimated Size of Audiences Reached through Communication and Events

For each type of communication channel and event enter the estimated number of individuals in the target population(s) reached and the code of the source of the data used to tabulate the estimate**.**

Source Data Code

1 = commercial market data on audience size
2 = survey of target audience
3 = visual estimate
4 = other

	Estimated No. of target population reached	Source of Data
Community Events/Fairs - Participated		
Community Events/Fairs - Sponsored		
Other		
Nutrition Education Radio Public Service Announcements		
Nutrition Education TV Public Service Announcements		
Nutrition Education Articles		
Billboard, Bus or Van Wraps, or Other Signage		

Total Expenditures for Current FFY

9) Please report how much you have spent for activities conducted during FFY 2014. _____

Is the total amount you spent this FFY the same amount you have claimed to your SNAP-Ed Final Report of Expenditures (CDA 2003)? _____

If no, please explain why and when you anticipate the SNAP-Ed Final Report of Expenditures (CDA 2003) will match actual expenditures._____