APPENDIX A

(SAMPLE SUBAWARD)

SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

AND

_____

FOR

LONG-TERM CARE OMBUDSMAN PROGRAM

SUBAWARD PERIOD JULY 1, 2019 – JUNE 30, 2020

SUBAWARD NUMBER _____

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RECITALS

This agreement for services ("Subaward" or "Contract") is made and entered into this **[@ Contract_Date @]** by and between the parties identified below:

County of Los Angeles through its Department of
Workforce Development, Aging and Community Services
("County")

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

and

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

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

WHEREAS, pursuant to 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. ("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 investigating and resolving complaints made by or on behalf of residents of long-term care facilities and engaging in activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation); and

WHEREAS, County has established its Long-Term Care Ombudsman Program ("LTCOP" 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) ("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 Part 1321 et seq.; Title 22 California Code of Regulations Section 7000 et seq.; California Business and Professions Code Sections 2585 and 2586; Long-Term Care, Health, Safety, and Security Act of 1973 (California Health and Safety Code Section 1417 et seq.); Medi-Cal Long-Term Care Reimbursement Act (California Welfare and Institutions Code Section 14126 et seq.); 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 B (Supportive Services and Senior Centers); OAA Title VII (Allotments for Vulnerable Elder Rights Protection Activities) Subtitle A (State Provisions) Chapter 2 (Ombudsman Programs); OAA Title VII (Allotments for Vulnerable Elder Rights Protection Activities) Subtitle A (State Provisions) Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation); Long-Term Care, Health, Safety, and Security Act of 1973 (California Health and Safety Code Section 1417 et seq.); and, Medi-Cal Long-Term Care Reimbursement Act (California Welfare and Institutions Code Section 14126 et seq.); and,

WHEREAS, County shall implement and oversee the Program Services within its jurisdictional boundaries and, to this end, County has procured Subrecipient in order to enter into this Subaward with Subrecipient whereby Subrecipient 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, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and

WHEREAS, Subrecipient warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide such Services throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient 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 Workforce Development, Aging and Community Services ("County's Department Head") or his/her designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties 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, W4, W5, W6, W7, X1, X2, X3, X4, X5, X6, X7, Y, Z, AA and BB are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

1.2 Subrecipient's Bid submitted in response to the [@ Program Name @] Invitation for Bids (IFB) is incorporated and made part of this Subaward. Subrecipient's misrepresentation of any required element in its Bid submitted in response to the IFB shall be considered an event of default and this Subaward may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).

1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda 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://wdacs.lacounty.gov/programs/program-directives/.

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

1.6.1 Exhibit A (Statement of Work)

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

1.6.3 Exhibit E (County's Administration)

1.6.4 Exhibit F (Subrecipient's Administration)

1.6.5 Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)

1.6.6 Exhibit H (Jury Service Ordinance)

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 Assets, 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 LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized))

1.6.18 Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs))

1.6.19 Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation))

1.6.20 Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs))

1.6.21 Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund)

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1.6.33 Exhibit AA (Subrecipient's Compliance with Encryption Requirements)

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

1.7 In addition to the terms and conditions listed herein, Subrecipient shall comply with the State's terms and conditions and shall obtain the most current version of the CDA contract and any amendments thereto which are available online as follows: https://wdacs.lacounty.gov/doing-business-with-wdacs/.

1.8 All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Subrecipient pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and shall form a part of this Subaward. Subrecipient shall comply with all directions and instructions issued by County through these forms of communication.

2.0 DEFINITIONS AND HEADINGS

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

2.2 In order to comply with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., throughout the entirety of this Subaward, specific terms are used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and [@ Supplier Name @] for [@ Program Name @] Subaward Number [@ PO Document Number @] Subaward Period [@ Subaward Period @]" ("Subaward"), the party to this agreement who is identified as **[@ Supplier Name @]** ("Subrecipient"), a third-party agreement ("Lower Tier Subaward") and a third-party ("Lower Tier Subrecipient"). In order to comply with County of Los Angeles statutes and Board mandates, in some instances, other similar terms are also used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and [@ Supplier Name @] for [@ Program Name @] Subaward Number [@ PO Document Number @] Subaward Period [@ Subaward Period @]" ("Contract"), the party to this agreement who is identified as **[@ Supplier Name @]** ("Contractor"), a third-party agreement ("Subcontract") and/or a third-party ("Subcontractor"). In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward and Lower Tier Subrecipient are used then these shall have the meaning provided herein and as noted in Exhibit P (Definitions).

3.0 WORK

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

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

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

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

3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year. Subrecipient shall provide one-hundred percent (100%) of Services and expend one-hundred percent (100%) of the Maximum Annual Subaward Sum as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); Exhibit W1 (Budget for LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)); Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)); Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)); Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)); Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund); Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program); Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund); Exhibit X1 (Mandated Program Services for LTCOP OAA Title III B); Exhibit X2 (Mandated Program Services for LTCOP OAA Title VII A Chapter 2); Exhibit X3 (Mandated Program Services for LTCOP OAA Title VII A Chapter 3); Exhibit X4 (Mandated Program Services for LTCOP State General Funds Title III B); Exhibit X5 (Mandated Program Services for LTCOP Long-Term Care Facility Citation Penalty Account-Special Deposit Fund); Exhibit X6 (Mandated Program Services for LTCOP Public Health Licensing and Certification Program); and, Exhibit X7 (Mandated Program Services for LTCOP Skilled Nursing Facility Quality and Accountability Fund).

3.6 At County's request, Subrecipient shall complete a new Exhibit W1 (Budget for LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)), Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)), Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)), Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)), Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program), Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund), Exhibit X1 (Mandated Program Services for LTCOP OAA Title III B), Exhibit X2 (Mandated Program Services for LTCOP OAA Title VII A Chapter 2), Exhibit X3 (Mandated Program Services for LTCOP OAA Title VII A Chapter 3), Exhibit X4 (Mandated Program Services for LTCOP State General Funds Title III B), Exhibit X5 (Mandated Program Services for LTCOP Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit X6 (Mandated Program Services for LTCOP Public Health Licensing and Certification Program) and Exhibit X7 (Mandated Program Services for LTCOP Skilled Nursing Facility Quality and Accountability Fund) and submit them to County prior to the beginning of the Fiscal Year or as prescribed by County.

3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient shall adhere to the Performance

Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work), Attachment 1 (Performance Requirements Summary Chart).

3.8 Maximum Subaward Sum and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other Program Subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Maximum Subaward Sum allocated under this Subaward in Paragraph 5.0 (Subaward Sum).

3.9 Subrecipient agrees that the performance of Work and Services pursuant to the requirements of this Subaward shall conform to accepted professional standards.

4.0 TERM OF SUBAWARD

4.1 The term of this Subaward shall be one (1) year commencing on July 1, 2019, 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 Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

4.2 Following the initial term as set forth in Subparagraph 4.1 above, County shall have the sole option to extend the Subaward term for up to three (3) additional one (1) year periods for a maximum total Subaward term of four (4) years. Each such extension option shall be exercised at the sole discretion of County's Department Head or his/her designee as authorized by the Board of Supervisors.

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

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

5.0 SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward. County and Subrecipient further agree that all expenditures represent Subrecipient's true, actual and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc.

5.1.1.2 County shall reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of

Work), Exhibit W1 (Budget for LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)), Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)), Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)), Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)), Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program), Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund), Exhibit X1 (Mandated Program Services for LTCOP OAA Title III B), Exhibit X2 (Mandated Program Services for LTCOP OAA Title VII A Chapter 2), Exhibit X3 (Mandated Program Services for LTCOP OAA Title VII A Chapter 3), Exhibit X4 (Mandated Program Services for LTCOP State General Funds Title III B), Exhibit X5 (Mandated Program Services for LTCOP Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit X6 (Mandated Program Services for LTCOP Public Health Licensing and Certification Program) and Exhibit X7 (Mandated Program Services for LTCOP Skilled Nursing Facility Quality and Accountability Fund). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County shall remedy such discrepancy(ies) at County's sole discretion.

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

5.1.2 **Funding Allocations**

5.1.2.1 **Maximum Subaward Sum**

5.1.2.1.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward ("Subaward Sum" or "Maximum Subaward Sum"). The Maximum Subaward Sum for this Subaward is **$[@ Maximum Contract Sum @]**. In the event that County exercises its option to extend the Subaward term, Subaward Sum shall be allocated to Subrecipient on an annual basis for each Fiscal (or

Program) Year that this Subaward is extended ("Maximum Annual Subaward Sum"). The total of all allocations provided to Subrecipient throughout the term of this Subaward (including any term extensions) shall become the Maximum Subaward Sum.

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

5.1.2.2 **Maximum Subaward Sum Funding Source(s)**

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

5.1.2.2.2 Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) funds: **$[@ Year 1 Annual Sum (III B) @]**

5.1.2.2.3 Older Americans Act Title VII A, Chapter 2 (Ombudsman Programs) funds available for use for Supervisorial Districts 1, 2, 3, 4, and 5 for contracted LTCOP OAA Title VII Chapter 2 Services for the term of July 1, 2019 through June 30, 2020: **$[@ Year 1 Annual Sum (VII A-Ombudsman) @]**

5.1.2.2.4 Older Americans Act Title VII A, Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) funds available for use for Supervisorial Districts 1, 2, 3, 4, and 5 for contracted LTCOP OAA Title VII Chapter 3 Services for the term of July 1, 2019 through June 30, 2020: **$[@ Year 1 Annual Sum (VII A-Elder Abuse Prevention) @]**

5.1.2.2.5 Older Californians Act Title III B Ombudsman General Fund monies available for use for Supervisorial Districts 1, 2, 3, 4, and 5 for contracted LTCOP General Fund Title III B Services for the term of July 1, 2019 through June 30, 2020: $**[@ Year 1 Annual Sum (III B General Fund) @]**

5.1.2.2.6 Long-Term Care Facility Citation Penalty Account - Special Deposit Fund monies available for use for Supervisorial Districts 1, 2, 3, 4, and 5 for contracted LTCOP Long-Term Care Facility Citation Penalty Account Services for the term of July 1, 2019 through June 30, 2020: **$[@ Year 1 Annual Sum (SDF) @]**

5.1.2.2.7 Public Health Licensing and Certification Program Fund monies available for use for Supervisorial Districts 1, 2, 3, 4, and 5 for contracted LTCOP Public Health Licensing Certification Services for the term of July 1, 2019 through June 30, 2020: $ **[@ Year 1 Annual Sum (Public Health Licensing and Certification Program) @]**

5.1.2.2.8 Skilled Nursing Facility Quality and Accountability Fund monies available for use for Supervisorial Districts 1, 2, 3, 4, and 5 for contracted LTCOP Skilled Nursing Facility Quality and Accountability Services for the term of July 1, 2019 through June 30, 2020: **$[@ Year 1 Annual Sum (Special Nursing Facility Quality and Accountability) @]**

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

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

5.3 NOTIFICATION OF 75% OF SUBAWARD SUM

5.3.1 Subrecipient shall maintain a system of record keeping that will allow Subrecipient to determine when it has incurred seventy-five percent (75%) of the Maximum Subaward Sum under this

Subaward. Upon occurrence of this event, Subrecipient shall send written notification to County's Contract Manager at the address provided in Exhibit E (County's Administration).

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

5.4.1 Subrecipient shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Subrecipient after the expiration or other termination of this Subaward. Should Subrecipient receive any such payment, Subrecipient shall immediately notify County's Contract Manager and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward shall not constitute a waiver of County's right to recover such payment from Subrecipient. This provision shall survive the expiration or other termination of this Subaward.

5.5 INVOICES AND PAYMENTS

5.5.1 Subrecipient shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Subrecipient shall prepare invoices, which shall include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice shall be based on actual expenditures and Subrecipient shall not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient shall not submit an invoice based on 1/12th of its Maximum Annual Subaward Sum or its Maximum Subaward Sum). Payments to Subrecipient shall be based on the information provided by Subrecipient as established in Exhibit W1 (Budget for LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)), Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)), Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)), Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)), Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program) and Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund) for the Fiscal Year (or Program Year) identified therein, and Subrecipient 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 Subrecipient for that Work.

5.5.2 Subrecipient's invoices shall be priced in accordance with the information provided in Exhibit W1 (Budget for LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)), Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)), Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)), Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)), Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation

Penalty Account-Special Deposit Fund), Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program), Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund), Exhibit X1 (Mandated Program Services for LTCOP OAA Title III B), Exhibit X2 (Mandated Program Services for LTCOP OAA Title VII A Chapter 2), Exhibit X3 (Mandated Program Services for LTCOP OAA Title VII A Chapter 3), Exhibit X4 (Mandated Program Services for LTCOP State General Funds Title III B), Exhibit X5 (Mandated Program Services for LTCOP Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit X6 (Mandated Program Services for LTCOP Public Health Licensing and Certification Program) and Exhibit X7 (Mandated Program Services for LTCOP Skilled Nursing Facility Quality and Accountability Fund) for the Fiscal Year (or Program Year) identified therein.

5.5.3 Subrecipient's invoices shall contain the information set forth in Exhibit A (Statement of Work), Exhibit W1 (Budget for LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)), Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)), Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)), Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)), Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program), Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund), Exhibit X1 (Mandated Program Services for LTCOP OAA Title III B), Exhibit X2 (Mandated Program Services for LTCOP OAA Title VII A Chapter 2), Exhibit X3 (Mandated Program Services for LTCOP OAA Title VII A Chapter 3), Exhibit X4 (Mandated Program Services for LTCOP State General Funds Title III B), Exhibit X5 (Mandated Program Services for LTCOP Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit X6 (Mandated Program Services for LTCOP Public Health Licensing and Certification Program) and Exhibit X7 (Mandated Program Services for LTCOP Skilled Nursing Facility Quality and Accountability Fund) for the Fiscal Year (or Program Year) identified therein, describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.

5.5.4 **Submission of Invoices**

5.5.4.1 Subrecipient shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient 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 thirty (30) days following the date

the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient 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. Subrecipient 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., Subrecipient shall submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient 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 or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Subrecipient 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.

5.5.4.2 Subrecipient 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, Subrecipient 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 Subrecipient takes the appropriate measures to adhere to these requirements.

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

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

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

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

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

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

5.5.5 **County Approval of Invoices**

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

5.5.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between

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

5.5.6 **Payments to Subrecipient**

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

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

5.5.6.3 All payments for Services provided under the terms of this Subaward shall be made to Subrecipient using Subrecipient's legal name and tax payer identification number. Subrecipient shall not request payments to be made to third-party vendors or any vendor which Subrecipient may use in the performance of this Subaward (i.e., Lower Tier

Subrecipients). For purposes of this Subaward, Subrecipient's legal name is identified as the name on Subrecipient's articles of incorporation, charter or other legal document that was used to create Subrecipient's organization.

5.5.6.4 **Past Due Invoice**

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

5.5.6.5 **Method of Compensation Adjustment**

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

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

5.5.7 **Subaward-Related Documents**

5.5.7.1 Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or

other remedies provided by law or under this Subaward. Such documents shall include, but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit D (Subrecipient's Equal Employment Opportunity Certification); Exhibit F (Subrecipient's Administration); Exhibit G1 (Subrecipient 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 LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)) for the Fiscal Year of the Subaward term; Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)) for the Fiscal Year of the Subaward term; Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)) for the Fiscal Year of the Subaward term; Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)) for the Fiscal Year of the Subaward term; Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund) for the Fiscal Year of the Subaward term; Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program) for the Fiscal Year of the Subaward term; Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund) for the Fiscal Year of the Subaward term; Exhibit X1 (Mandated Program Services for LTCOP OAA Title III B) for the Fiscal Year of the Subaward term; Exhibit X2 (Mandated Program Services for LTCOP OAA Title VII A Chapter 2) for the Fiscal Year of the Subaward term; Exhibit X3 (Mandated Program Services for LTCOP OAA Title VII A Chapter 3) for the Fiscal Year of the Subaward term; Exhibit X4 (Mandated Program Services for LTCOP State General Funds Title III B) for the Fiscal Year of the Subaward term; Exhibit X5 (Mandated Program Services for LTCOP Long-Term Care Facility Citation Penalty Account-Special Deposit Fund) for the Fiscal Year of the Subaward term; Exhibit X6 (Mandated Program Services for LTCOP Public Health Licensing and Certification Program) for the Fiscal Year of the Subaward term; Exhibit X7 (Mandated Program Services for LTCOP Skilled Nursing Facility Quality and Accountability Fund) for the Fiscal Year of the Subaward term; Exhibit Y (List of Lower Tier Subawards); Exhibit Z (Cost Allocation Plan); and, Exhibit AA (Subrecipient's Compliance

with Encryption Requirements).

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

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

5.6 INTENTIONALLY OMITTED

5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

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

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward shall be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Subrecipient 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. Subrecipient shall be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available via the Internet at http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75 and http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Subrecipient shall also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.7.3 **Limitations on Subaward Sums**

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

5.7.3.2 Subrecipient shall only expend Subaward Sums during the Fiscal Year or Program Year for which it is allocated. Should County exercise its option to extend this Subaward and Subrecipient does not expend funding up to the Maximum Subaward 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.

5.7.4 **Prohibitions on Subaward Sums**

5.7.4.1 Subrecipient shall comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan or cooperative agreement. Subrecipient 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 Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward 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, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.

5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.

5.7.4.6 Subrecipient and its Lower Tier Subrecipient(s) shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5.8 OTHER SUBAWARDS

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

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

5.9 JOINT FUNDING REVENUES

5.9.1 Funds made available under this Subaward shall supplement and not supplant any other Federal, State or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient shall complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient shall submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 FEDERAL AWARD INFORMATION

5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but no limited to, the following: Federal Award Identification Number (FAIN), Catalog of Federal Domestic Assistance (CFDA) Program Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and its Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient shall provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.

5.10.2 Subrecipient Name: [@ Supplier Name @]

5.10.3 Subrecipient's DUNS Number: [@ Subrecipient's DUNS Number @]

5.10.4 Federal Award Identification Number (FAIN): [@ FAIN Number @]

5.10.5 Federal Award Date: [@ Federal Award Date @]

5.10.6 Subaward Period of Performance Start and End Date: [@ Subaward Period of Performance @]

5.10.7 Amount of Federal Funds Obligated by this Action: $[@ Amount of Federal Funds Obligated @]

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient: $[@ Total Amount of Federal Funds Obligated to Subrecipient @]

5.10.9 Total Amount of Federal Award: $[@ Total Amount of Federal

Award @]

5.10.10 Federal Award Project Description: Federal Title III B 3BOL18-18 and 3BOL19-18; Federal Title VIIa 7OFL18-18 and 7OFL19-18; General Fund III B Public Health L & C Program Fund LCPF; State Health Facilities Citation Penalties Account SDFL; and, SNF Quality & Accountability SNFL.

5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and Human Services, Administration for Community Living; California Department of Aging; and, County. Refer to Exhibit E (County's Administration) for County contact information

5.10.12 CFDA Numbers and Names: 93.044 - Special Programs for the Aging Title III Part B (Grants for Supportive Services and Senior Centers); 93.041 - Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation; 93.042 - Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals.

5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.

5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 SUBRECIPIENT INDIRECT COSTS

5.11.1 The maximum amount of indirect costs that is payable under this Subaward is ten percent (10%) of the total direct Maximum Annual Subaward Sum, excluding amounts allocated for OAA Title VII Subtitle A Chapter 2 (Ombudsman Programs) and OAA Title VII Subtitle A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation). Subrecipient shall not charge indirect costs exceeding the ten percent (10%) maximum nor change indirect costs for OAA Title VII Subtitle A Chapter 2 (Ombudsman Programs) and OAA Title VII Subtitle A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) to this Subaward. 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).

5.11.2 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) which is available on-line at https://wdacs.lacounty.gov/doing-business-with-wdacs/program-directives/.

5.12 MATCH CONTRIBUTION

5.12.1 Subrecipient shall provide a required match contribution for OAA Title VII A Chapter 2 (Ombudsman Programs) and OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) to offset the cost of providing these Program

Services for the Fiscal Year. Subrecipient's match contribution shall be reflected in Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)) and Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution, an in-kind match contribution and/or both. This match is calculated as a percentage of the Maximum Subaward Sum allocated for OAA Title VII A Chapter 2 (Ombudsman Programs) and OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) as reflected in Paragraph 5.0 (Subaward Sum).

5.12.2 The match contribution requirement for OAA Title VII A Chapter 2 (Ombudsman Programs) is fifteen percent (15%) of the Maximum Annual Subaward Sum allocated for OAA Title VII A Chapter 2 (Ombudsman Programs).

5.12.3 The match contribution requirement for OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) is fifteen percent (15%) of the Maximum Annual Subaward Sum allocated for OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation).

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

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

5.13.2 Subrecipient (that is, "Contractor") shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

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

6.2 COUNTY'S CONTRACT MANAGER

6.2.1 The role of County's Contract Manager or his/her designee may include:

6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).

6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

6.3 COUNTY'S PROGRAM MANAGER

6.3.1 The role of County's Program Manager or his/her designee may include:

6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.

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

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

6.4 COUNTY'S COMPLIANCE MANAGER

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

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

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

6.4.1.3 Ensuring that the objectives of this Subaward are met.

6.5 COUNTY'S BUSINESS HOURS

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

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

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 SUBRECIPIENT ADMINISTRATION

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

7.2 SUBRECIPIENT'S PROJECT MANAGER

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

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

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

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

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

7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

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

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

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

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Each of Subrecipient's staff/employees providing Services under this Subaward 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 provide Services under this Subaward. This background investigation shall be conducted on an annual basis throughout the entire term of this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).

7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).

7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).

7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).

7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).

7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient shall comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

7.5.4 No member of Subrecipient's staff providing Services under this Subaward shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.

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

7.5.6 Subrecipient shall immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such

information becomes known to Subrecipient. Subrecipient 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 Subrecipient's staff pursuant to this Subparagraph 7.5 shall not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.6 CONFIDENTIALITY

7.6.1 Subrecipient 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 Subrecipient 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 Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph 7.6, Exhibit G1 (Subrecipient 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 Subrecipient's indemnification obligations under this Subparagraph 7.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient 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 Subrecipient 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 Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Subrecipient shall inform all of its officers, employees, agents and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

7.6.4 Subrecipient shall sign and also adhere to the provisions of Exhibit G1 (Subrecipient Acknowledgement and Confidentiality

Agreement).

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Subrecipient and its Lower Tier Subrecipient shall ensure that all confidential, sensitive and/or personal, identifying 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 Subrecipient and its Lower Tier Subrecipient shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.

7.6.5.3 Subrecipient and its Lower Tier Subrecipient shall not use confidential, sensitive and/or personal identifying information for any purpose other than carrying out Subrecipient's obligations under this Subaward. Personal 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 Subrecipient and its Lower Tier Subrecipient shall not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient shall forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

7.6.5.5 Subrecipient and its Lower Tier Subrecipient 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 Subrecipient accept such blanket authorization from Client.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment

to this Subaward shall be prepared by County and executed by Subrecipient's Authorized Representative and by County's Department Head or his/her designee.

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

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

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

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

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

8.1.5 **Change Notice**

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a Change Notice Program memorandum or an administrative directive which shall all have the same effect as an Amendment. Such Change Notice shall be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be

used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice shall be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient shall adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS.

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

8.2.2 Contractor shall not assign its rights, delegate its duties under this Subaward (that is, "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.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may sell, transfer, 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.

8.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "Subcontract"), delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, 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 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Subrecipient's Authorized Representative").

8.3.2 Subrecipient'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 Subrecipient'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 Contract Manager. Such designee shall have the ability and authority to act as a proxy on behalf of Subrecipient's Authorized Representative, and this authority must also be evidenced in writing by Subrecipient's Authorized Representative. Subrecipient's Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Subrecipient'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 or Program Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Subaward correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Subaward (including any extensions), and the Services to be provided by Subrecipient under this Subaward shall also be reduced correspondingly. County's notice to Subrecipient 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, Subrecipient shall continue to provide all of the Services set forth in this Subaward.

8.5 COMPLAINTS

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

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

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

8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's

policy, Subrecipient shall submit proposed changes to County's Program Manager for approval before implementation.

8.5.5 Subrecipient shall preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through 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 Program Manager within five (5) business days of mailing to the complainant.

8.5.8 Subrecipient shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient shall ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.

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

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

8.6.2 Subrecipient 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 Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient 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 Subrecipient 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 Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars ($100,000) or more, Subrecipient shall also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); Environmental Protection Agency Regulations (Title 40 Code of Federal Regulations Part 29 and Executive Order 11738); State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.

8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it shall comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient shall pay all Federal and State payroll taxes; and, Subrecipient shall make all tax deposits required by Federal and State laws within the time limits required.

8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (as amended) [Title 42 United States Code Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal

Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person 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 Subaward or under any project, program, or activity supported by this Subaward. Subrecipient shall comply with Exhibit D (Subrecipient's Equal Employment Opportunity Certification). Prior to the commencement of this Subaward, Subrecipient shall submit the completed Exhibit D to County's Contract Manager 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 Maximum Subaward Sum is one hundred thousand dollars ($100,000) or more, Subrecipient 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 8.7.2, "subaward" includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of one hundred thousand dollars ($100,000) or more for the Fiscal Year or Program Year (where the subaward or contract funds originate from the State).

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

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 **Jury Service Program**

8.8.1.1 This Subaward (that is, "Contract") is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H (Jury Service Ordinance) 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 Subrecipient (that is, "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 fifty thousand dollars ($50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Lower Tier Subrecipient (that is, "Subcontractor") to perform Services for County under this Contract, the Subcontractor 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 Lower Tier Subaward (that is, "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 Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor 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 granting of this Subaward or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder 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 Subrecipient shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Compliance Manager. 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 Subaward.

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

8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor 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 Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract"), Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified

candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 **Responsible Contractor**

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

8.12.2 **Los Angeles County Code Chapter 2.202**

8.12.2.1 Subrecipient (that is, "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 Subaward (that is, "Contract") or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts which Contractor may have with County.

8.12.3 **Non-responsible Contractor**

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

8.12.4 **Contractor Hearing Board**

8.12.4.1 If there is evidence that Subrecipient (that is,

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative 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 Lower Tier Subrecipients (that is, "Subcontractors") of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision 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 Subrecipient (that is, "Contractor") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at Contractor's place of business. Contractor will also encourage its Lower Tier Subrecipients (that is, "Subcontractors"), if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

8.14.1 Subrecipient (that is, "Contractor") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County of Los Angeles 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 Subaward (that is, "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 (Title 42 United States Code Section 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 monitor Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Subrecipient warrants that it fully complies with all Federal and

State statutes and regulations regarding the employment of aliens and others and that all of its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient 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 (Public Law 99-603) as they currently exist and as they may be hereafter amended. Subrecipient shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 FACSIMILE REPRESENTATIONS

8.18.1 County and Subrecipient 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 electronic communications media, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Subaward, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmissions of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

8.19.1 Subrecipient 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 Subrecipient'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 Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").

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

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

8.22.2 Subrecipient shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. County 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 Subrecipient.

8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient 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 Subrecipient pursuant to this Subaward.

8.22.4 Subrecipient shall adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

8.23.1 Subrecipient 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 Subaward, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient 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 Subaward. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

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

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

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

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Subrecipient identified as the contracting party in this Subaward. 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 fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's

receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or insurer(s), 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
Workforce Development, Aging and Community Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

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

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

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

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

8.24.5 **Failure to Maintain Insurance**

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

8.24.6 **Insurer Financial Ratings**

8.24.6.1 Coverage 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 **Subrecipient's Insurance Shall Be Primary**

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

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Lower Tier Subrecipient Insurance Coverage Requirements**

8.24.9.1 Subrecipient shall include all Lower Tier Subrecipients as insureds under Subrecipient's own

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

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

8.24.10.1 Subrecipient's policies shall not obligate County to pay any portion of any Subrecipient deductible or SIR. County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond 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 Subaward. Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

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

8.24.13 **Separation of Insureds**

8.24.13.1 All liability policies 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, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents 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 one million dollars ($1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars ($1,000,000) per accident. If Subrecipient will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also 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 Subrecipient'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 **Intentionally Omitted**

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

8.25.5.1 Insurance covering Subrecipient's liability arising

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

8.25.6 **Property Coverage**

8.25.6.1 Subrecipient who is 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). County and its Agents shall be named as an Additional Insured and Loss Payee on Subrecipient'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 two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.8 **Privacy and Network Security Coverage**

8.25.8.1 Insurance coverage providing protection against liability for 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 with limits of not less than five hundred thousand dollars ($500,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.9 **Intentionally Omitted**

8.26 LIQUIDATED DAMAGES

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

Subrecipient from County, will be forwarded to Subrecipient by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.

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

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

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

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

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

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

8.26.5 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) or Subparagraph 8.26.3, and shall not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) or assessing actual costs of the damage.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 Subrecipient (that is, "Contractor") certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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 (Subrecipient'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 Lower Tier Subrecipients (that is, "Subcontractors"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies 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 Subaward (that is, "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 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 five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Subrecipient. This Subaward 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 Subaward, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Subaward, that party 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 Subrecipient shall bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Subrecipient regarding the performance of Services as stated in this Subaward. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Department Head or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Subrecipient shall notify its employees, and shall require each Lower Tier Subrecipient to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Subrecipient 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 Subrecipient (that is, "Contractor") shall notify and provide to its employees, and shall require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at www.babysafela.org.

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

8.35.1 Notwithstanding the above, Subrecipient and County agree that, during the term of this Subaward and for a period of one (1) year thereafter, neither party 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 Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and 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", Subrecipient agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 PUBLICITY

8.37.1 Subrecipient shall not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Subrecipient's need to identify its Services and related Clients to

sustain itself, County shall not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:

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

8.37.1.2 During the term of this Subaward, Subrecipient 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 Contract Manager. County shall not unreasonably withhold written consent.

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

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

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 **Record Retention Requirements**

8.38.1.1 Subrecipient 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 Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient 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 Subaward. Subrecipient shall further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient shall ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

8.38.1.2 Subrecipient shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized

representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Subrecipient in writing).

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

8.38.2 **Access to Records**

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward 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 Subaward (or any part thereof) is terminated, Subrecipient shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient shall ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or

transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient 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 Subrecipient in writing.

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

8.38.3 **Monitoring Reviews**

8.38.3.1 Subrecipient 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 Subaward-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient 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 Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) shall not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 shall also

apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which 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 Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

8.38.3.3 Subrecipient shall be responsible for monitoring the activities of its Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient 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. Subrecipient shall ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 **Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend seven hundred fifty thousand dollars ($750,000) or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient 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 Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient shall obtain both the data collection

form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient shall submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient 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 Subaward Sums, the Program and Services. Subrecipient 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 Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient shall file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County 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 Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference shall be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County,

whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference shall be paid to Subrecipient by County by cash payment, provided that in no event shall County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

8.38.5 **Failure to Comply With Requirements**

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

8.39 RECYCLED BOND PAPER

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

8.40 LOWER TIER SUBAWARD

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

8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient shall complete Exhibit Y (List of Lower Tier Subawards) and at County's request shall promptly provide the following information either on or along with Exhibit Y (List of Lower Tier Subawards):

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

8.40.2.2 A draft copy of the proposed Lower Tier Subaward.

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

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

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

8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying its Lower Tier Subrecipients of this County right.

8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient shall forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.

8.40.7 Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).

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

County of Los Angeles
Workforce Development, Aging and Community Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Subrecipient shall comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County up to thirty (30) days to complete its review process.

After County's approval of Subrecipient's amendment, Subrecipient shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.

8.40.10 Subrecipient shall adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.

8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions and requirements of this Subaward shall be made applicable to such Lower Tier Subaward. To this end, Subrecipient shall include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number [@ PO Document Number @]) with County of Los Angeles Workforce Development, Aging and Community Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward shall inure to the benefit of County of Los Angeles.

8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward shall not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.

8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient shall maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.

8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Subaward may be disallowed, resulting in Subrecipient's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.

8.40.15 Subrecipient shall ensure that its Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed California Civil

Rights Laws Certification as a condition of executing this Subaward. The certificate is available at: https://wdacs.lacounty.gov/doing-business-with-wdacs/.

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

8.41.1 Failure of Subrecipient (that is, "Contractor") to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Subaward (that is, "Contract"). Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice 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 Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Subrecipient specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective 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, Subrecipient shall immediately:

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

8.43.1.1 Subrecipient has materially breached this Subaward; or

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

8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient shall continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties 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 Subaward.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 County may, by written notice to Subrecipient (that is, "Contractor"), immediately terminate the right of Contractor to proceed under this Subaward (that is, "Contract") if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County 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 Subaward forthwith in the event of the occurrence of any of the following:

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

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

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

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

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

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

8.46.1 Subrecipient (that is, "Contractor") and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor 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 Subaward (that is, "Contract"), upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

8.49.1 No waiver by County of any breach of any provision of this Subaward 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 Subaward 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 Subaward.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

8.51.1 Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Subaward, Subrecipient shall complete Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager 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 Subrecipient 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 Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to Los Angeles County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

8.53.1 Subrecipient shall notify and provide its employees, and shall require each Lower Tier Subrecipient 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, Subrecipient and its Lower Tier Subrecipient(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 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

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

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

8.54.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.54 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.55 INTENTIONALLY OMITTED

8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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

8.57 COMPLIANCE WITH COUNTY POLICY OF EQUITY

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 **Fraud Prevention Reporting**

9.1.1.1 Subrecipient's staff working on this Subaward 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 Subrecipient's staff working on this Subaward 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, Subrecipient's staff working on this Subaward shall also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff 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 Subrecipient's staff working on this Subaward 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. Subrecipient's staff working on this Subaward 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 Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Maximum Annual Subaward Sum (in the event that this Subaward is funded for one (1) Fiscal Year or Program Year term then ten percent (10%) will be withheld from the Maximum Subaward 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 Subrecipient. For purposes of this Subaward, 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 Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

9.2.1 Subrecipient 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, Subrecipient's operations. Subrecipient 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 Subrecipient (that is, "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 Subaward (that is, "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 Contract Manager in the time and manner as designated by County.

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

9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit 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 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Prior to the commencement of this Subaward, Subrecipient shall complete Exhibit T (Inventory Control Form) and submit it to County's Contract Manager in the time and manner as designated by County. Subrecipient shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

9.6 LIMITATION ON CORPORATE ACTS

9.6.1 Subrecipient shall not amend its articles of incorporation or

bylaws, move to dissolve or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient shall notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.

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

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

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

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

9.7 COUNTY'S PREFERENCE PROGRAM

9.7.1 **Local Small Business Enterprise Preference Program**

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

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

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

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

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

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

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

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

9.7.2 **Social Enterprise Preference Program**

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

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

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

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

entitled, Contractor shall:

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

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

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

9.7.2.5 The above penalties shall also apply when Contractor has previously obtained proper certification; however, as a result of a change in its status, Contractor is no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7.3 **Disabled Veteran Business Enterprise Preference Program**

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

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

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

9.7.3.4 If Contractor has obtained County certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to

its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

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

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

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

9.7.3.5 Not withstanding any other remedies in this Contract, the above penalties shall also apply when Contractor has previously obtained proper certification; however, as a result of a change in its status, Contractor is no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

9.9 MODIFICATIONS

9.9.1 **Modifications to this Subaward**

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

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

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

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Subrecipient 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 Subaward. Such Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient 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 Subrecipient 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 ten percent (10%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items shall not cause one line item to be reduced or increased by more than ten percent (10%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification shall not change the Maximum Annual Subaward Sum or the Maximum Subaward Sum.

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

9.9.3 **Program Modifications**

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work)) to another is classified as a Program Modification. Subrecipient shall notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification shall supersede any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

9.10 NEPOTISM

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

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

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

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

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

9.11.4 County will use reasonable means to ensure that Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.

9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.

9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County 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, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, 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 Subaward.

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.12.1 Subrecipient 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 Subrecipient's Work under this Subaward. County shall inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Subrecipient's defense and settlement thereof.

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, 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 Subrecipient 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 Subrecipient, in a manner for which the questioned product was not designed nor intended.

9.13 PROBATION AND SUSPENSION

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

9.13.2 **Probation**

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

9.13.2.2 When County places Subrecipient on probation, County shall provide Subrecipient a written notice indicating the reasons for the probation (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this probation shall become effective, the date upon

which Subrecipient shall fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

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

9.13.3 **Suspension**

9.13.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and its Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the suspension.

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

9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient is placed on multiple suspensions (as determined by County at County's sole discretion).

9.13.3.4 Upon receipt of a notice of suspension of Services

and except as otherwise directed by County, Subrecipient shall:

9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.

9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.

9.13.3.5 Subrecipient shall be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.

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

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

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

9.13.5 County shall review Subrecipient's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other contracts with County) when Subrecipient submits a Corrective Action Plan that is not acceptable to County.

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

9.14 TRANSITION OF SUBAWARD SERVICES

9.14.1 Completion of Subaward

9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), Subrecipient shall allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services

without additional costs to County. Subrecipient shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.

9.14.1.2 Subrecipient shall fulfill all responsibilities required under this Subaward including, but not limited to, completing the closeout procedures identified in Subparagraph 9.21.2 (Closeout Reporting Requirements), implementing the approved Transition Plan and performing any other requirement(s) that County deems as reasonably necessary to effectuate the successful transition of Program Services to another Service provider. County shall not be unreasonable in its request(s).

9.14.2 **Transition Plan**

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

9.14.2.2 County shall review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient 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 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.

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

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

9.14.3.5 Subrecipient's method to transfer any confidential

medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.

9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.

9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.

9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.

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

9.14.4 **Implementation of the Transition Plan**

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

9.15 TRAVEL EXPENSES

9.15.1 Subrecipient shall obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).

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

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

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

9.15.5 Subrecipient's non-compliance with the requirements of this Subparagraph 9.15 will result in these costs being disallowed, payments being withheld or other remedy being applied as County shall determine to be appropriate.

9.16 DRUG-FREE WORKPLACE

9.16.1 Subrecipient and its Lower Tier Subrecipient(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.). Subrecipient and its Lower Tier Subrecipient(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and its Lower Tier Subrecipient(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 Subrecipient, its Lower Tier Subrecipient or both shall subject Subrecipient to remedies available under the terms of this Subaward. Such remedies shall include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which shall be determined by County at County's sole discretion.

9.16.2 Subrecipient 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.

9.16.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and its Lower Tier Subrecipient(s) operate a drug-free workplace.

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

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 sets forth the requirements for the ITS which Subrecipient shall use. This Subparagraph 9.17 also sets forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and

which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Information Assets as defined in Subparagraph 9.17.5 (County Information Assets) (which consists of but is not limited to confidential County data, Personally Identifiable Information, Protected Health Information and Medical Information) against internal and external threats, vulnerabilities and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities and risks.

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

9.17.3 **Information Technology Systems - Contract Management System-Contractor's Gateway**

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

9.17.3.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Subrecipient 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. Subrecipient's non-compliance with these policies may subject Subrecipient to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Subaward, and/or other remedies/actions which County may take at its sole discretion under the terms of this Subaward and/or applicable law or regulation.

9.17.4 **Information Technology Systems - Management Information System**

9.17.4.1 **Data Entry**

9.17.4.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data and Client information. Subrecipient shall use the MIS to enter Program, Service delivery and Client data as directed by County. Subrecipient shall use all other systems identified by County,

including but not limited to State and Federal programs, applications, software, etc., to report Program data.

9.17.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document and report the actual date when Services are rendered. Subrecipient 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. Subrecipient shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.4.1.3 In order to ensure accurate reporting, Subrecipient 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.

9.17.4.2 **Data Records**

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

9.17.4.2.2 Subrecipient shall maintain all records and reports, consistent with Subparagraph 8.38 (Record 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).

9.17.4.2.3 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 7.6 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.17.4.3 **MIS Personnel**

9.17.4.3.1 Subrecipient 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. Subrecipient 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. Subrecipient shall ensure that its users do not share their user identification and password information.

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

9.17.4.3.3 Subrecipient 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.

9.17.5 **County Information Assets**

9.17.5.1 County Information Assets are public, confidential, sensitive and/or personal identifying data, records, materials, etc. and include (but are not limited to):

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

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

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

9.17.5.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.

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

9.17.6 **Physical and Environmental Security**

9.17.6.1 Subrecipient shall take reasonable measures to ensure the physical security of its operating location(s) that handles County Information Assets. Work areas containing computers or source documents should be secured from public access unless Subrecipient's representative is present. When unoccupied during non-operating hours, Subrecipient's facility(ies) shall be locked.

9.17.7 **Data Destruction**

9.17.7.1 When Subrecipient has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County shall have sole authority to determine when Subrecipient shall destroy any such County Information Assets as described herein. Subrecipient shall only proceed with the destruction of County Information Assets (which may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.)

that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.

9.17.7.2 Subrecipient shall destroy such County Information Assets by:

9.17.7.2.1 Shredding or otherwise destroying paper, film, disk drives or other hard copy media so that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be read or otherwise reconstructed.

9.17.7.2.2 Clearing, purging or destroying electronic media containing Personally Identifiable Information, Protected Health Information and Medical Information consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev. %201 and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be retrieved.

9.17.7.3 Subrecipient shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.17.7.4 Subrecipient shall provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Subrecipient shall submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

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

County Information Assets.

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

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

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

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

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

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

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

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

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

9.17.8.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).

9.17.8.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).

9.17.8.3 Subrecipient and its Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health

Insurance Portability and Accountability Act (HIPAA) as specified herein and in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.8.4 Subrecipient and its Lower Tier Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.8.5 **Removable Media**

9.17.8.5.1 Except in the context of Subrecipient's routine back-ups or as otherwise specifically authorized by County in writing, Subrecipient shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Subaward, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card (xD)), magnetic tape and all other removable data storage media.

9.17.8.6 In the event that Subrecipient will have County Information Assets on or accessed by mobile devices, Subrecipient 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 Subrecipient-supplied devices and all applications that may have access to or render County Information Assets.

9.17.8.7 **Data Control and Media Servicing**

9.17.8.7.1 Subrecipient shall adhere to the requirements for back-up data stored by Subrecipient at off-site facilities as provided in this Subparagraph 9.17.8.7.

9.17.8.7.2 County Information Assets shall only be made available and accessible to those parties explicitly authorized under this Subaward or otherwise expressly approved by County in writing.

9.17.8.7.3 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).

9.17.8.7.4 If transferred using removable media (as defined above), County Information Assets must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.8.7.5 In the event any hardware, storage media or removable media must be sent off-site for servicing, Subrecipient shall ensure that all confidential County Information Assets, including Personally Identifiable Information, Protected Health Information and Medical Information, have been cleared, purged and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.8.8 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit AA (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information

Assets. In addition to the foregoing certification, Subrecipient 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, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.17.9 **Software Maintenance and Operational Management**

9.17.9.1 Subrecipient shall deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.

9.17.9.2 Subrecipient and its Lower Tier Subrecipient shall ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on which County Information Assets are stored, accessed and/or transmitted.

9.17.9.3 Subrecipient shall deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

9.17.9.4 Subrecipient shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.17.10 **Access Control**

9.17.10.1 Subrecipient shall implement formal procedures to control access to its systems, services and data, including, but not limited to, user account management procedures and other controls as outlined in this Subparagraph 9.17. Subrecipient shall ensure that network access to both internal and external networked services shall be controlled through the use of properly configured firewalls, etc. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization and event logging. Applications will include access control to limit user access to information and application system functions. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Subrecipient shall record, review and act upon all

events in accordance with incident response policies set forth herein.

9.17.10.2 Subrecipient shall develop, implement and enforce/maintain a password policy which requires users who are authorized to access confidential County Information Assets on electronic media to: create a strong complex password containing at least eight (8) characters, which shall include upper and lower case letters, digits and symbols; and, change his/her password at a minimum every ninety (90) days, etc.

9.17.10.3 Subrecipient shall develop, implement and enforce/maintain a password policy which provides for the following system requirements: when user changes his/her password, the system shall restrict user from re-using any of the last six (6) passwords; the system will lock itself after a minimum of three (3) to a maximum of five (5) failed logon attempts made by user within a thirty (30) minute time frame; and, the system will either lock itself or log off user after thirty (30) minutes of inactivity.

9.17.11 **Personnel and Subrecipient Protections**

9.17.11.1 Subrecipient shall screen and conduct background checks on all Subrecipient personnel exposed to confidential County Information Assets. Subrecipient shall require its employees and Lower Tier Subrecipient(s) to sign an appropriate written confidentiality/non-disclosure agreement. All Lower Tier Subawards requiring access to Subrecipient's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls and procedures for information systems. Subrecipient shall supply each of its employees with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Subrecipient shall have an established set of procedures to ensure Subrecipient employees promptly report actual and/or suspected breaches of security.

9.17.12 **County's Security Audit**

9.17.12.1 At County's sole discretion, County or its designee may annually, or more frequently, conduct a security audit to determine Subrecipient's adherence to the requirements outlined in this Subparagraph 9.17.

9.17.12.2 County's security audit may include, but is not limited to, a review of the following elements, which shall be provided by Subrecipient upon County's request: a report on Subrecipient's encryption of all electronic media; Subrecipient's report verifying County's written authorization for data destruction

along with documented certification of such destruction; and, Subrecipient's written assurance indicating that Subrecipient enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

9.17.13 **Security Incident Reporting**

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

9.17.13.2 **Notification of Security Breach to County**

9.17.13.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event shall the report be made more than two (2) business days after its detection. Subrecipient shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.17.13.2.2 Subrecipient's notification of the security incident shall include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

9.17.13.3 **Notification of Security Breach to Clients**

9.17.13.3.1 Subrecipient and its Lower Tier Subrecipient shall give written notice to any Client or data subject whose confidential, sensitive and/or personal identifying information may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9.17.14 **Electronic Backups**

9.17.14.1 Subrecipient and its Lower Tier Subrecipient shall ensure that all electronic County Information Assets are protected by performing regular backups of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient and its Lower

Tier Subrecipient shall ensure that all data, files and backup files are encrypted.

9.17.15 **Cloud Storage**

9.17.15.1 Subrecipient and its Lower Tier Subrecipient(s) may not utilize cloud storage of County Information Assets without the prior express written authorization of County, after a review of the cloud service by County or its designee(s).

9.17.16 **Hardware Return**

9.17.16.1 Upon termination or expiration of this Subaward or at any time upon County's request, Subrecipient will return all hardware provided by County or purchased by Subrecipient using Subaward Sums. Subrecipient shall not alter or modify such hardware. Subrecipient shall physically seal the hardware and return it to County via a bonded courier or as otherwise directed by County in accordance with Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.17.16.2 In the event that the hardware contains confidential County Information Assets and is owned by Subrecipient or its Lower Tier Subrecipient, Subrecipient shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Subaward or at any time upon County's request. Subrecipient's destruction or erasure of Personal Information, Protected Health Information and Medical Information shall be in compliance with industry best practices as outlined in NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.17 Subrecipient shall ensure that its Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17.

9.18 REMEDIES FOR NON-COMPLIANCE

9.18.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements shall subject Subrecipient to remedies which are available under this Subaward and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Subaward Sums (for purposes of this Subaward, de-obligation is the partial or full removal of Subaward Sums from Subrecipient); re-obligation of Subaward Sums (for purposes of this Subaward,

re-obligation is the allocation of de-obligated Subaward Sums to another current subrecipient(s) and/or to a new subrecipient); debarment; and/or termination of this Subaward. County shall have the sole discretion to determine which remedy(ies) will be applied as a result of Subrecipient's non-compliance.

9.19 PAYMENT AND PERFORMANCE GUARANTIES

9.19.1 Throughout the entire term of this Subaward, including the original term and any renewals or extensions thereto, County, at its sole discretion, reserves the right to require Subrecipient to provide a Payment Guaranty, Performance Guaranty or both ("Guaranty(ies)") in the amount and form as directed by County. County will determine whether or not Subrecipient will be required to obtain a Guaranty(ies) when Subrecipient's performance under this Subaward reveals potential liability to County in an aggregate amount of twenty-five thousand dollars ($25,000) or more resulting from, but not limited to, the following incidents: disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. (i.e., if County determines that Subrecipient has disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. which total twenty-five thousand dollars ($25,000) or more in potential liability when added together then County will require Subrecipient to obtain a Payment Guaranty, Performance Guaranty or both).

9.19.2 **Payment Guaranty**

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

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

9.19.2.3 The Payment Guaranty shall only take the form of a surety bond. More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org.), state

insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury.

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

9.19.3 **Performance Guaranty**

9.19.3.1 The Performance Guaranty is Subrecipient's surety/guarantee to County that Subrecipient shall meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty shall provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages, late penalty payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.

9.19.3.2 The Performance Guaranty shall take any of the following forms:

9.19.3.2.1 Surety Bond: More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org.), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury. The performance guaranty may not allow the bond surety to substitute another person to perform Services.

9.19.3.2.2 Letter of Credit: Refer to Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit) for information.

9.19.3.2.3 Certified Check or Certificate of Deposit: This form of Guaranty shall list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit) for additional information on the certificate of deposit.

9.19.3.2.4 Cash

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

9.19.4 When County determines that Subrecipient shall obtain and maintain a Guaranty(ies), County shall inform Subrecipient of this requirement and shall provide Subrecipient at least fifteen (15) days to comply with County's determination. Once Subrecipient has obtained the required Guaranty(ies), County will re-evaluate the need for Subrecipient to continue maintaining the Guaranty(ies) for any subsequent Fiscal Year of the Subaward term.

9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which shall be initiated through a budget modification. This budget modification shall be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget modification, Subrecipient shall ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient shall continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 SUBAWARD DOCUMENT DELIVERABLES

9.20.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient 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 Subaward and annually thereafter (or as otherwise established by County), Subrecipient shall submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient shall

provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and shall include:

9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

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

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

9.20.3 **Subaward Compliance Documents**

9.20.3.1 **Business License**

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

9.20.3.2 **Certificate of Insurance**

9.20.3.2.1 The certificate shall evidence Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage)

and Subparagraph 8.25 (Insurance Coverage). Subrecipient shall also provide copies of the certificate of insurance as it relates to its Lower Tier Subrecipient(s).

9.20.3.3 **Fire Department Inspection Report**

9.20.3.3.1 For each Service site that Client will visit, Subrecipient shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department and Subrecipient 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, Subrecipient shall ensure that it complies with all corrective measures as directed by the fire department. Subrecipient 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 twelve (12) month period.

9.20.3.4 **California Civil Rights Laws Certification**

9.20.3.4.1 Subrecipient shall complete and submit this Certification as a condition of receiving this Subaward.

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

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

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

9.20.4.2 **Board of Director's Resolution**

9.20.4.2.1 A resolution which provides written evidence to support the delegated authority that Subrecipient's organization has vested in Subrecipient's Authorized Representative who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements outlined in this Subparagraph 9.20.4.2.

9.20.4.2.2 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient 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.) and signed by the presiding chairperson/president of the Governing Body to County. If Subrecipient is a private non-profit entity, Subrecipient shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.

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

9.20.4.3 **Board of Directors Roster**

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

9.20.4.4 **Bylaws**

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

9.20.4.5 **Complaint Policies and Procedures**

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

9.20.4.6 **Organization Chart**

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

9.20.4.7 **Lower Tier Subaward**

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

9.20.4.8 **Tax Exempt Status Letter**

9.20.4.8.1 Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a

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

9.20.4.9 **Terms and Conditions of Use-User Agreement**

9.20.4.9.1 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).

9.20.5 **Reporting Documents**

9.20.5.1 **Cost Allocation Plan**

9.20.5.1.1 This Plan, included herein by reference as Exhibit Z (Cost Allocation Plan), shall adhere to the requirements outlined in Subparagraph 9.21.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.20.5.2 **Closeout Report**

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

9.20.5.3 **Other Reporting Documents**

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

9.21 FISCAL REPORTING REQUIREMENTS

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

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

9.21.1.2 The Cost Allocation Plan shall adhere to the requirements outlined in the following: County directives (including but not limited to WDACS

directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards)) which may be obtained at https://wdacs.lacounty.gov/doing-business-with-wdacs/programdirectives/, Exhibit Q (Accounting, Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan shall include the following information:

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

9.21.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.

9.21.1.2.3 List of all the funded programs.

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

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

9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.

9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.

9.21.1.3 Every cost included in the Cost Allocation Plan 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.

9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient shall sign the Cost Allocation Plan and any revisions made thereto.

9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward), Subrecipient shall submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost

Allocation Plan methodology must be revised for the following Subaward year then Subrecipient shall submit the revised methodology to County's Contract Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.

9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient shall submit the revisions to County's Contract Manager within thirty (30) days of completing the revisions.

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

9.21.2 **Closeout Reporting Requirements**

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

9.21.2.2 Subrecipient 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 Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.

9.21.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and

accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Subrecipient's Authorized Representative.

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

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

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

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

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

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

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

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

9.21.3.4 Subrecipient shall report Program Income in Exhibit W1 (Budget for LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)), Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)), Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)), Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)), Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program) and Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund) and shall expend Program Income under the same terms and conditions as the Subaward Sums from which it is

generated.

9.21.3.5 Program Income shall be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Exhibit W1 (Budget for LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)), Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)), Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)), Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)), Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund), Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program) and Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund) then County shall recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Subaward.

9.21.3.6 Subrecipient shall not use Program Income to meet the match contribution requirement of this Subaward.

9.21.3.7 Subrecipient shall provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

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

9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Subrecipient may register for a DUNS number at http://www.dnb.com/duns-number.html. Subrecipient shall comply with the requirements outlined in this Subparagraph 9.22.

9.22.2 Subrecipient shall provide a valid DUNS number using Exhibit F (Subrecipient's Administration) and shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at https://www.sam.gov/portal/SAM#1. If County cannot access or verify "Active" status for Subrecipient's DUNS information, which is related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting

System, County will notify Subrecipient and Subrecipient must immediately update the information as required.

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

9.23 UNUSUAL OCCURRENCES AND CRIME

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

9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.

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

9.24 MINIMUM WAGE REQUIREMENTS

9.24.1 **Minimum Wage**

9.24.1.1 Pursuant to Los Angeles County Code Chapter 8.100 (Minimum Wage), County of Los Angeles has established the Los Angeles County Minimum Wage Ordinance ("Minimum Wage Ordinance"). When Subrecipient provides Program Services in Los Angeles County (including the unincorporated areas and any city), Subrecipient shall adhere to County's minimum wage requirements. 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), Subrecipient shall pay its employees no less than the hourly rates set forth in this Subparagraph 9.24.1.

9.24.1.2 Subrecipient with twenty-six (26) or more employees shall pay employees a wage of no less

than the following hourly rates:

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

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

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

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

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

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

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

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

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

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

9.24.1.4 For purposes of this Subparagraph 9.24.1, the number of employees employed by Subrecipient shall be determined by calculating the average number of employees employed during the previous calendar year.

9.24.2 **Retaliatory Action Prohibited**

9.24.2.1 Subrecipient 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.

9.24.3 **No Waiver of Rights**

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

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

9.24.4.1 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.

9.24.4.2 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.

9.24.4.3 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.

9.24.5 **Coexistence with Other Available Relief**

9.24.5.1 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.

9.24.6 **Exemptions**

9.24.6.1 Subrecipient shall be exempt from this Minimum Wage Ordinance when Subrecipient falls within any of the following categories: 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; or, a public entity (including Federal, State, County and city entities (including school districts)).

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

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

COUNTY OF LOS ANGELES

By_____ _____
Otto Solorzano, Acting Director — Date
County of Los Angeles
Workforce Development, Aging
and Community Services

SUBRECIPIENT

_____
Subrecipient's Legal Name

_____
Subaward 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 M. Green
Deputy County Counsel

EXHIBIT A (STATEMENT OF WORK)

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1.0 SCOPE OF WORK

1.1 Long-Term Care Ombudsman Program Overview

1.1.1 The Long-Term Care Ombudsman Program (LTCOP) was established by the Older Americans Act (OAA) and Older Californians Act (OCA) for the primary purpose of investigating and resolving complaints made by or on behalf of Clients of Long-Term Care facilities (LTC Facilities or Facilities). These Facilities include the following:

1.1.1.1 Skilled Nursing Facilities: These Facilities provide 24-hour skilled nursing care, related services, or rehabilitative services on an extended basis for injured, disabled, or sick individuals.

1.1.1.2 Distinct Part Facilities: These Facilities provide skilled nursing and rehabilitative services on a 24-hour basis for individuals in an acute hospital setting for a short time, generally a maximum of three (3) weeks.

1.1.1.3 Residential Care Facilities for the Elderly: These Facilities provide non-medical care and supervision for individuals sixty (60) years of age or older who may need assistance with activities of daily living (ADLs).

1.1.1.4 Intermediate Care Facilities: These Facilities provide in-patient care to ambulatory or non-ambulatory patients who have recurring need for skilled nursing supervision and need supportive care but do not require availability of continuous skilled nursing care.

1.1.1.5 Other adult care Facilities similar to those included in this Statement of Work.

1.1.2 The intent of LTCOP is to advocate for the rights of Clients residing in LTC Facilities, to work to resolve Clients' problems with care, and to bring about changes at the local, State, and national levels to ultimately improve care for all Facility residents. LTCOP also promotes policies and practices needed to protect and improve the quality of care and life of Clients in LTC Facilities and educate consumers (including Clients, their family members, and friends) and providers about Client rights and good care practices. A primary goal of LTCOP is to use Volunteers and Volunteer programs to assist and advocate for the dignity, quality-of-life, and quality-of-care for Clients

in LTC Facilities.

1.2 LTCOP Statutes and Guidelines

1.2.1 Subrecipient shall provide LTCOP Services as described within this Statement of Work and the terms of this Subaward in accordance with the following Program statutes and guidelines:

1.2.1.1 Older Americans Act reauthorized (OAA) (Title 42 United States Code Sections 3001-3058), which includes the following Program-specific regulations:

1.2.1.1.1 OAA Title III (Grants for State and Community Programs on Aging) Part B (Supportive Services and Senior Centers)

1.2.1.1.2 OAA Title VII (Allotments for Vulnerable Elder Rights Protection Activities) Subtitle A (State Provisions) Chapter 2 (Ombudsman Programs)

1.2.1.1.3 OAA Title VII (Allotments for Vulnerable Elder Rights Protection Activities) Subtitle A (State Provisions) Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

1.2.1.2 Title 22 California Code of Regulations Section 7000 et seq.

1.2.1.3 Title 45 Code of Federal Regulations Section 1321 et seq.

1.2.1.4 Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. (OCA)

1.2.1.5 Long-Term Care, Health, Safety, and Security Act of 1973 (California Health and Safety Code Section 1417 et seq.), which authorizes the Long-Term Care Facility Citation Penalty Account – Special Deposit Fund

1.2.1.6 Medical Long-Term Care Reimbursement Act (California Welfare and Institutions Code Section 14126 et seq.), which authorizes the Skilled Nursing Facility Quality and Accountability Fund

1.2.1.7 California Department of Aging (CDA) Program Memoranda

1.2.1.8 County Program Memoranda, Directives, letters, notices, e-mails, and other communications pertaining to Program Services, operations, funding, budgeting, and the like

1.2.1.9 Services approved by County as reflected in Exhibit X1 (Mandated Program Services for LTCOP OAA Title III B), Exhibit X2 (Mandated Program Services for LTCOP OAA Title VII A Chapter 2), Exhibit X3 (Mandated Program Services for LTCOP OAA Title VII A Chapter 3), Exhibit X4 (Mandated Program Services for LTCOP State General Funds Title III B), Exhibit X5 (Mandated Program Services for LTCOP LTC Citation Penalty Account-Special Deposit Fund), Exhibit X6 (Mandated Program Services for LTCOP Public Health Licensing and Certification Program), and Exhibit X7 (Mandated Program Services for LTCOP Skilled Nursing Facility Quality and Accountability Fund) of this Subaward

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

2.1 Services must be provided in Los Angeles County geographic areas, excluding the City of Los Angeles. Prior to modifying or terminating a site, or revising hours of Service provision, and before commencing such Services at any other location, Subrecipient shall obtain written consent from County. All changes must be made in accordance with Subparagraph 8.1 (Amendments) of this Subaward, as applicable.

2.2 Subrecipient shall submit a written request to County's Program Manager a minimum of thirty (30) days prior to the date that Subrecipient intends to relocate its office or site location(s). Subrecipient shall ensure that site locations are open to any eligible individuals, are located in areas where there are demonstrated needs or documented demands for Services, or where a needs assessment or survey has been conducted. County shall provide a written response within ten (10) business days of receipt of the notification of site relocations. Subrecipient shall not open a new site or close any existing site prior to receiving County's written approval. In the event that relocation of Subrecipient's office or site location(s) is due to an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services) that would prevent Subrecipient from submitting a written request to County's

Program Manager thirty (30) days in advance, Subrecipient shall request County's approval immediately upon occurrence of such emergency.

2.3 Subrecipient shall provide the identity of each designated Community Focal Point as specified in OAA Section 102 (a)(21) and Title 42 United States Code Section 3026(a)(3)(A)) as directed by County's Program Manager. Subrecipient shall identify or update the designated Community Focal Point site locations, as needed. A complete list of Community Focal Points is provided in Attachment 3 (Community Focal Points).

2.4 Specific Work requirements as stated in Section 10.0 (Specific Work Requirements) and Work hours shall not be modified or terminated throughout the entire Subaward term. Should an emergency arise, Subrecipient's request for Service or Work hour modifications will be reviewed by County's Program Manger on a case-by-case basis.

3.0 QUALITY CONTROL

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

3.1.1 Method of monitoring to ensure that Subaward requirements are being met.

3.1.2 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

4.0 QUALITY ASSURANCE PLAN

4.1 County will evaluate Subrecipient's performance under this Subaward using the quality assurance procedures as defined in Subparagraph 8.15 (County's Quality Assurance Plan) of this Subaward.

4.2 Meetings

4.2.1 Subrecipient shall attend all meetings scheduled by County or authorized designee. Subrecipient shall ensure that, at a minimum, Subrecipient's designated Employee represents Subrecipient at each meeting. Mandatory meetings may be held at a County facility, at another site, or online (e.g., WebEx). Subrecipient shall be given

three (3) to five (5) days advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary. County will document attendance for in-person and online meetings.

4.2.2 Subrecipient Staff, including paid Employees and Volunteers, shall regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be scheduled by County. At Subrecipient's own expense, Subrecipient may elect to attend meetings outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

4.2.3 Subrecipient's failure to attend all mandatory meetings (in-person and online) shall be considered non-compliance with this Subaward, and may result in further action pursuant to Subparagraph 9.13 (Probation and Suspension) and Subparagraph 9.18 (Remedies for Non-Compliance) of this Subaward, this Statement of Work, Attachment 1 (Performance Requirements Summary Chart), and any other applicable remedies.

4.3 Subaward Discrepancy Report

4.3.1 Subrecipient shall immediately notify County's Compliance Manager whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Subrecipient.

4.3.2 County's Compliance Manager will determine whether a formal Subaward discrepancy report shall be issued. Upon receipt of this report, Subrecipient shall respond in writing to County's Compliance Manager within the timeframe designated by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the report shall be submitted to County's Compliance Manager as prescribed by County.

4.4 County Observations

4.4.1 In addition to County's contracting staff, other County personnel, State representatives, and Federal representatives may observe the performance/activities and review documents relevant to this Subaward at any time during normal business hours which are defined as five (5) days per week (Monday through Friday), eight (8)

hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays). However, these personnel may not unreasonably interfere with Subrecipient's performance.

4.5 **County's Needs Assessment**

4.5.1 County shall conduct a needs assessment of underserved communities within six (6) months after the commencement of this Subaward to determine whether the needs of Clients are being met.

5.0 DEFINITIONS

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

6.0 RESPONSIBILITIES

6.1 **County's Personnel**

6.1.1 County will administer this Subaward according to Paragraph 6.0 (Administration of Subaward – County) of this Subaward. Specific duties will include:

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

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

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

6.2 **Intentionally Omitted**

6.3 **Subrecipient's Project Manager (Local Ombudsman Coordinator)**

6.3.1 **Minimum Requirements for Project Manager**

6.3.1.1 Subrecipient shall provide a full-time (defined as working forty (40) hours each week, dedicating 100% of the individual's time on the Program, and reported as such on the Budget(s) for this position) Project Manager. County must have access to Project Manager during normal business hours. Subrecipient shall provide a telephone number and e-mail address where Project Manager may be reached on an eight (8)

hours per day basis.

6.3.1.2 Project Manager shall have full authority to act for Subrecipient on all matters relating to the daily operation of this Subaward.

6.3.2 Responsibilities of the Project Manager shall minimally include the following:

6.3.2.1 Planning, organizing, and directing all administrative and LTCOP Work in accordance with this Subaward, including the management of daily LTCOP operations.

6.3.2.2 Ensuring that Clients have regular, timely access to Ombudsman Representatives, and receive timely responses to complaints and requests for assistance.

6.3.2.3 Recruiting, training, and supervising all Ombudsman Representatives.

6.3.2.4 Acting as the liaison between County, Subrecipient, and Office of the State Long-Term Care Ombudsman (OSLTCO) for all purposes related to of this Subaward and LTCOP.

6.3.2.5 Developing and/or participating in the establishment and preparation of the LTCOP budget; and, implementing and monitoring the budget for all LTCOP activities.

6.3.2.6 Assisting in the development of Resident Councils and Family Councils as described in Subsection 10.2.5 (Resident Council Development and Support/Family Council Development and Support).

6.3.2.7 Facilitating the ability of the public to comment on laws, regulations, policies, and actions.

6.3.2.8 Attending a minimum of two (2) State-mandated trainings and meetings annually, as required by OSLTCO. Fdjlajflda;

6.3.3 **Minimum Required Education, Experience, and Qualifications**

6.3.3.1 **Education:** The individual must possess, at a minimum, a Bachelor's degree from an accredited

college/university in the social or health services field.

6.3.3.2 **Experience:** The individual must have a minimum of five (5) years' professional experience (obtained within the past ten (10) years) that includes any of the following:

6.3.3.2.1 Experience in management or leadership in community programs/organizations.

6.3.3.2.2 Knowledge and experience in the field of gerontology and aging programs.

6.3.3.2.3 Experience providing services to older individuals.

6.3.3.2.4 Knowledge and experience in the field of long-term care.

6.3.3.2.5 Experience in management and supervision of Volunteer programs.

6.3.3.2.6 Knowledge of laws and regulations in the area of LTC Facilities.

6.3.3.3 **Qualifications**

6.3.3.3.1 Individual shall have the ability to effectively speak, read, and write fluently in English.

6.3.3.3.2 Individual shall have and maintain current State certification as an Ombudsman Representative as defined in Subsection 6.4.6 (State Certification of Ombudsman Representative).

6.3.3.3.3 Individual may not have been employed by any LTC Facility within the three (3) year period immediately preceding his/her appointment; and, neither the individual nor any immediate member of his/her family may have or have had within the past three (3) years, any pecuniary interest in LTC Facilities.

6.3.4 Subrecipient shall immediately notify County's Program Manager

and OSLTCO of any significant personnel change/any anticipated change in the Project Manager's position, including the name of the individual, work schedule, etc. If for any reason the position should become vacant, Subrecipient shall immediately fill the position with a temporary replacement and shall fill the position with a permanent person within thirty (30) days. Such notice to County shall be given in accordance with Subparagraph 8.34 (Notices) of this Subaward and such notice to OSLTCO shall be given as follows:

6.3.4.1 Notice shall be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, or return receipt requested, provided that Subrecipient retains receipt, and shall be communicated as of actual receipt.

6.3.4.2 Notices shall be addressed to: California Department of Aging, Office of the State Long-Term Care Ombudsman, 1300 National Drive, Suite 200, Sacramento, California 95834-1992.

6.4 Subrecipient's Personnel

6.4.1 Subrecipient shall assign a sufficient number of qualified Staff with the appropriate education, licensure, and experience noted below to perform the required Work and carry out the requirements of LTCOP. Staff must be capable of establishing effective communication with Clients as well as other Area Agency on Aging (AAA) network providers. The total number of Staff shall be based on the method and level of Services provided and the size of the Service area served by Subrecipient. Subrecipient shall always have at least one (1) Employee on site who speaks and understands English and has the authority to act on behalf of Subrecipient in every detail during normal business hours.

6.4.2 Subrecipient shall be required to conduct a background check on its Employees as set forth in Subparagraph 7.5 (Background and Security Investigations) of this Subaward. Subrecipient shall also be required to conduct a background check on any Volunteer that has direct contact with Client and has access to Client's personal information and/or case file.

6.4.3 Subrecipient shall operate continuously throughout the entire term of this Subaward with at least the minimum number of Staff set forth herein, as well as any other applicable staffing requirements of County necessary for Subrecipient to provide Program Services

hereunder. Such Staff shall meet all qualifications reflected in this Subaward, as well as those provided by County through Subaward Amendments, Directives, Change Notices, Program Memorandums, etc.

6.4.4 Subrecipient shall ensure that its Staff is available to all Clients, potential Clients, referral sources, as well as County at a minimum during normal business hours. Subrecipient shall also ensure that personal telephone contact with Subrecipient's Staff is available to Clients, potential Clients, referral sources, and County at a minimum during normal business hours. Subrecipient shall further ensure that each Subrecipient office location has a telephone answering service/voice mail system in place during non-business hours. Subrecipient's Staff shall respond to calls and messages as provided in Subsection 7.4 (Telephone Calls).

6.4.5 Subrecipient shall maintain written job descriptions on file for the Project Manager, Employee and Volunteer Ombudsman Representatives, and any other positions. Job descriptions should include minimum qualifications, tasks, and responsibilities.

6.4.6 **State Certification of Ombudsman Representative**

6.4.6.1 Ombudsman Representative shall obtain and continually maintain current certification as an Ombudsman Representative in accordance with the requirements outlined in this Subsection 6.4.6.

6.4.6.2 **Required Training:** Complete thirty-six (36) classroom hours of required certification training provided by Subrecipient using the curriculum developed by OSLTCO for certifying Ombudsman Representatives. Subrecipient shall obtain the curriculum from OSLTCO. The training provides instruction related to Federal, State, and local laws, regulations and policies, with respect to LTC Facilities in the State of California, investigative techniques, and other matters as OSLTCO determines to be appropriate.

6.4.6.3 **Internship:** Complete an internship with an experienced Ombudsman Representative upon completion of the thirty-six (36) hour certification training.

6.4.6.4 **New Coordinator Training:** Complete the New Coordinator Training provided by OSLTCO when initially designated as Local Ombudsman Coordinator and attend OSLTCO's biannual training conferences (Project Manager only).

6.4.6.5 **Recertification:** Complete twelve (12) hours of continuing education each year as required by Welfare and Institutions Code Section 9719 (a)(B)(2) for recertification as an Ombudsman Representative.

6.4.7 **Criminal Background Clearance**

6.4.7.1 Project Manager and Staff shall undergo criminal background clearance from the California Department of Justice and the Federal Bureau of Investigation (FBI) and fingerprinting as a prerequisite for certification as an Ombudsman Representative. Project Manager and Staff shall not commence LTCOP Services or any Work activities until clearance or a criminal record exemption has been obtained and authorized by the State Department of Social Services.

6.4.7.2 Subrecipient shall adhere to all requirements imposed by County, State, and Federal agencies for completing the background clearance process for Ombudsman Representatives, including those in Subparagraph 7.5 (Background and Security Investigations) of this Subaward and this Subsection 6.4.7. Subrecipient shall complete the following documents, which shall be obtained from and submitted to OSLTCO:

6.4.7.2.1 Criminal Record Statement

6.4.7.2.2 Requirement for Criminal Background Clearance

6.4.7.2.3 Request for Live Scan Service

6.4.7.2.4 Ombudsman Fingerprint Reporting Form

6.4.7.2.5 Application for Ombudsman Certification

6.4.7.2.6 Request for Certification of Ombudsman Representatives

6.4.7.3 Subrecipient shall not permit an inactive Ombudsman

Representative to perform LTCOP Services under this Subaward and shall request decertification from OSLTCO within five (5) business days after the individual leaves the Program. To proceed with decertification, Subrecipient shall complete the following document, which shall be obtained from and submitted to OSLTCO: Decertification of Ombudsman Representatives.

6.4.8 **Confidentiality and Security of LTCOP Data**

6.4.8.1 Subrecipient shall have written procedures to protect the confidentiality and privacy of Client information collected for LTCOP purposes in accordance with all applicable laws, including Title 22 California Code of Regulations Section 7500(b). This includes, but is not limited to, written procedures that assure that interviews, investigations, office space, telecommunications, and e-mails protect the confidentiality of Client and all complaint-related communications and records.

6.4.8.2 Subrecipient shall not require Client to disclose information about Client's income or resources as a condition for providing LTCOP Services. Subrecipient may ask about Client's financial circumstance if it is part of the process of providing legal advice, counseling, and representation, or for the purpose of identifying additional resources and benefits for which Client may be eligible.

6.4.8.3 As noted in Subparagraph 9.17 (Information Technology, Security and Privacy Requirements) of this Subaward, Subrecipient shall encrypt any data collected that is confidential, sensitive, or personal including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, and notebook computers), and/or portable electronic storage media (including, but not limited to, discs, thumb drives, flash drives, and portable hard drives).

6.4.8.4 Subrecipient shall require its Staff who have access to confidential files or any other confidential information within the office to sign confidentiality forms prepared

and executed consistent with Subparagraph 7.6 (Confidentiality) of this Subaward. Such forms shall be maintained on file in accordance with the record retention policies outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward.

6.4.8.5 Complaint information collected and maintained by Subrecipient, including the identity of Client, shall only be disclosed at the discretion of Subrecipient with documentation of one (1) of the following:

6.4.8.5.1 Written consent of Client or his/her legal representative as appointed by the court.

6.4.8.5.2 Oral consent of Client, documented by Ombudsman Representative at the same time it is granted by the consenter.

6.4.8.5.3 When disclosure is ordered by the court.

6.4.8.6 Subrecipient's Staff shall complete the Security Awareness Training as described in Subsection 6.7.8 (Security Awareness Training).

6.4.9 **Multicultural and Multilingual Capabilities of Subrecipient Staff**

6.4.9.1 Subrecipient must be committed and sensitive to the delivery of LTCOP Services that are culturally and linguistically appropriate. To that end, Subrecipient must seek to hire qualified Employees who are multilingual and/or multicultural in order to better reflect the communities served.

6.4.9.2 Subrecipient and its Staff are expected to develop cultural competency and cross-cultural clinical practice skills. Subrecipient must also develop effective linkages with various ethnic, health, and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

6.4.9.3 To the extent feasible, Subrecipient shall provide Services in the primary/native language of Client or in areas where a significant number of Clients do not speak English as their primary language. Subrecipient shall make efforts to employ individuals and recruit Volunteers

who are bilingual or who are fluent in the dominant languages of the community. Subrecipient shall not require any Client to provide his/her own interpreter.

6.4.10 **Ombudsman Representative – Employee and Volunteer**

6.4.10.1 **Minimum Requirements for Ombudsman Representative**

6.4.10.1.1 Subrecipient shall have full-time (defined as working forty (40) hours each week, dedicating 100% of the individual's time on the Program, and reported as such on the Budget(s) for this position) State-certified Ombudsman Representatives consisting of Employees and Volunteers.

6.4.10.2 **Responsibilities of the Ombudsman Representative shall minimally include the following:**

6.4.10.2.1 Identifying, investigating, and resolving complaints made by or on behalf of Client using standards of confidentiality that protect the complainant's identity and information in accordance with Subparagraph 7.6 (Confidentiality) of this Subaward, and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data).

6.4.10.2.2 Ensuring that Clients have regular, timely access to Ombudsman Representatives and receive timely responses to complaints and requests for assistance.

6.4.10.2.3 Witnessing the execution of advance health care directives as well as property transfers for property with a value of one-hundred dollars ($100) or more on behalf of Client.

6.4.10.2.4 Attending meetings for Client's care planning when invited by Client or family/friends acting on behalf of Client.

6.4.10.2.5 Representing the interests of Clients before governmental agencies and seeking administrative, legal, and other remedies to protect Clients.

6.4.10.2.6 Analyzing, commenting on, and recommending changes in laws and regulations pertaining to the health, safety, welfare, and rights of Clients.

6.4.10.2.7 Educating and informing consumers and the general public regarding issues and concerns related to long-term care and facilitating public comment on laws, regulations, policies, and actions.

6.4.10.2.8 Assisting in the development of Resident Councils and Family Councils. Attending Resident Council and Family Council meetings when invited by either Council.

6.4.10.2.9 Attending regular meetings conducted by Subrecipient on a weekly basis and/or by OSLTCO to provide current training and to disseminate information.

6.4.10.3 **Minimum Required Education, Experience, and Qualifications**

6.4.10.3.1 Individual shall have and maintain current State certification as an Ombudsman Representative as defined in Subsection 6.4.6 (State Certification of Ombudsman Representative).

6.4.10.3.2 Individual shall demonstrate effective verbal and written communication and analytical skills.

6.4.10.3.3 **Subrecipient's Employee Ombudsman Representative:** In addition to satisfying the requirements noted in Subsections 6.4.10.3.1 thru 6.4.10.3.2, this individual shall have a minimum of two (2) years' experience (obtained within the past ten (10) years)

in any of the following areas:

6.4.10.3.3.1 Gerontology, long-term care, or other relevant social services or health services programs.

6.4.10.3.3.2 The legal system and the legislative process.

6.4.10.3.3.3 Dispute or problem resolution techniques, including investigation, mediation, and negotiation.

6.4.10.3.3.4 Another area that's directly related to the LTCOP Services being provided.

6.4.10.3.4 **Subrecipient's Volunteer Ombudsman Representative:** In addition to satisfying the requirements noted in Subsections 6.4.10.3.1 thru 6.4.10.3.2, this individual shall minimally have the following:

6.4.10.3.4.1 An interest and commitment to providing LTCOP Services to older individuals.

6.4.10.3.4.2 The ability to make a commitment of time to serve as an Ombudsman Representative to advocate on behalf of Client.

6.4.11 **Other Program Staff**

6.4.11.1 **Minimum Requirements for Other Program Staff**

6.4.11.1.1 Subrecipient shall retain other Program Staff who are qualified and sufficient in number to adequately deliver LTCOP Services. This shall include both Employees and Volunteers that Project

Manager deems necessary to conduct LTCOP operations.

6.4.11.2 **Responsibilities of Program Staff shall minimally include the following:**

6.4.11.2.1 Adhering to the policies and provisions of County, State, and Federal LTCOP requirements.

6.4.11.3 **Minimum Required Education, Experience, and Qualifications**

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

6.4.12 **Volunteers**

6.4.12.1 Subrecipient shall recruit, train, and use Volunteers in any phase of Program operations where the individual is qualified. Volunteers must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

6.4.12.2 Volunteers shall be the sole responsibility of Subrecipient and shall report to the Project Manager or to another Employee of Subrecipient as designated by Project Manager (if applicable).

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

6.5 **Identification Badges**

6.5.1 Subrecipient shall ensure that its Staff are appropriately identified as set forth in Subparagraph 7.4 (Subrecipient's Staff Identification) of this Subaward.

6.5.2 Ombudsman Representative shall carry the Ombudsman certification card whenever visiting Facilities and present it to Facility staff as requested.

6.6 **Materials and Equipment**

6.6.1 The purchase of all materials/equipment to provide the needed

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

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

6.6.3 All fixed and non-fixed assets shall be assigned to a manager or supervisor at the location where the assets are stored.

6.6.4 Subrecipient shall contact County's Program Manager regarding the appropriate procedure to follow before disposing of equipment or vehicles purchased with Subaward Sums. Subrecipient must obtain County approval prior to the disposal of any equipment or vehicles purchased with Subaward Sums.

6.7 Training

6.7.1 Subrecipient shall provide training programs for all new Staff and continue in-Service training for all existing Staff. Training shall include, but is not limited to, the provision of an orientation to all new Staff. Subrecipient shall ensure that Staff, both existing and new, are properly trained in all areas related to providing LTCOP Services. Specific requirements for training Ombudsman Representatives are outlined in Subsection 6.4.6 (State Certification of Ombudsman Representative).

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

6.7.3 Subrecipient shall implement an annual internal Staff training plan. The written training plan shall be maintained on file by Subrecipient, and shall identify who is to be trained, who will conduct the training, training content, and dates scheduled. Training sessions conducted by Subrecipient shall be evaluated by those receiving the training.

6.7.4 Subrecipient shall maintain written documentation of all training

including: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets, which include both the name and signature of attendees. Subrecipient shall make training records available for inspection by County upon request.

6.7.5 Subrecipient shall attend all mandatory trainings scheduled by County or authorized designee. Subrecipient shall ensure that, at a minimum, Subrecipient's designated Employee represents Subrecipient at each training session. Mandatory trainings may be held at a County facility, at another site, or online (e.g., WebEx). Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when necessary. County will document attendance for in-person and online trainings.

6.7.6 At Subrecipient's own expense, Subrecipient may elect to attend educational training opportunities outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other trainings designated by County.

6.7.7 Subrecipient's failure to attend all mandatory trainings (in-person and online) shall be considered non-compliance with this Subaward, and may result in further action pursuant to Subparagraph 9.13 (Probation and Suspension) and Subparagraph 9.18 (Remedies for Non-Compliance) of this Subaward, this Statement of Work, Attachment 1 (Performance Requirements Summary Chart), and any other applicable remedies.

6.7.8 **Security Awareness Training**

6.7.8.1 Subrecipient shall ensure that Staff who handle confidential, sensitive, or personal identifying information relating to LTCOP complete the Security Awareness Training module, which is available online at www.aging.ca.gov, within thirty (30) days of the start date of this Subaward or within thirty (30) days of the start date of any new Staff who work under this Subaward.

6.7.8.2 Subrecipient shall maintain certificates of completion for the Security Awareness Training on file and shall provide them upon request by County or State representatives.

6.8 Subrecipient's Office(s)

6.8.1 Subrecipient shall maintain a physical office in Los Angeles County where Subrecipient conducts business. Subrecipient's office shall have an active telephone line. The office shall be open at a minimum during normal business hours, and shall be staffed by at least one (1) Employee who can respond to inquiries and complaints which may be received about Subrecipient's performance under this Subaward. When the office is closed during non-business hours, Subrecipient shall utilize an answering service to receive calls. Subrecipient shall respond to calls received by the answering service within forty-eight (48) hours of receipt of the call. Subrecipient shall always have an Employee with the authority to act on behalf of Subrecipient available during normal business hours.

6.8.2 Subrecipient shall publicly display the days and hours of operation for the provision of contracted Services at all Subrecipient office locations/sites. Subrecipient shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).

6.8.3 Subrecipient shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.

6.8.4 Subrecipient shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including but not limited to, rodents and insects. Subrecipient shall utilize the services of a certified/licensed pest control company to fumigate the premises and perform pest control services on an as-needed basis.

6.9 Client Eligibility Criteria

6.9.1 Subrecipient shall ensure that Clients are eligible to receive Services based on the eligibility criteria outlined herein. The United States Department of Health and Human Services Administration for Community Living (ACL) determines the criteria for LTCOP eligibility.

The criteria are based on the current OAA guidelines. The guidelines may be enhanced based on California State regulations and Los Angeles County policies. Unless otherwise expressly indicated in this Subaward or by Federal, State, or local law. Subrecipient shall only provide LTCOP Services to Clients of LTC Facilities.

6.9.2 A person is eligible to be a Client and receive LTCOP Services if he/she resides in a LTC Facility and meets one (1) of the two (2) eligibility criteria listed below:

6.9.2.1 Senior Client: An older individual who is sixty (60) years of age or older, regardless of his/her socio-economic status, and resides in a LTC Facility (i.e., skilled nursing facilities, distinct part skilled nursing facilities, residential care facilities for the elderly, intermediate care facilities, and other adult care facilities similar to these facilities) located in Los Angeles County (excluding the City of Los Angeles).

6.9.2.2 Non-Senior Client: An individual who is under sixty (60) years of age and meets both of the following conditions:

6.9.2.2.1 A majority of the residents of the Facility, located in Los Angeles County (excluding the City of Los Angeles), where the younger individual resides are over the age of sixty (60) years.

6.9.2.2.2 LTCOP Services provided to the younger individual will not weaken or decrease LTCOP Services provided to older individuals covered by the OAA (policy of the Office of Elder Rights Protection, Administration for Community Living (ACL), April 16, 2012).

6.9.3 Subrecipient shall ensure that in providing LTCOP Services to Clients, Subrecipient shall address the underserved populations of older individuals with greatest economic/social needs such as older individuals living in rural locations, older individuals in minority populations, or low-income older individuals.

6.10 **Collaborations**

6.10.1 Subrecipient must collaborate with County and City of Los Angeles

network of AAA providers and other similar community organizations, Adult Protective Services agencies, law enforcement agencies, and legal services providers (as stated in this Statement of Work, Subsection 6.11 (Memorandum of Understanding with Legal Services Provider)) in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Subrecipient is encouraged to share vital assessment information with other agencies providing Services to Client in the home. However, in sharing information with other agencies, Subrecipient must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

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

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

6.11 **Memorandum of Understanding with Legal Services Provider**

6.11.1 Within thirty (30) days of the commencement of this Subaward, Subrecipient shall enter into a memorandum of understanding (MOU) with the AAA contracted Legal Services Provider (LSP), which is County's Traditional Legal Assistance Program Subrecipient. The MOU will address conflicts of interest of all types, the provision of legal advice, procedures for referral, and other technical assistance. In the event that the AAA contracted LSP is not able to provide all of the required legal elements for LTCOP, Subrecipient may also enter into the MOU with any other LSP, which shall be pre-approved by County's Program Manager.

6.11.2 The LSP shall work with Subrecipient and provide advice and legal counsel to Clients. Subrecipient may use alternate arrangements to obtain legal assistance in addition to its MOU with the AAA contracted LSP. These alternate arrangements may include, but are not limited to, pro bono legal services provided to Clients.

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

Ombudsman Representative.

6.11.4 In collaborating with the LSP, Subrecipient shall maintain the confidentiality of all Client files consistent with all applicable laws, as well as Subparagraph 7.6 (Confidentiality) of this Subaward and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data).

6.12 **Community Outreach**

6.12.1 Subrecipient shall provide Community Outreach, which is defined as actively providing and disseminating Program information (e.g., long-term care and advocacy information) to the public on available Services for potential Clients. Subrecipient shall also market the LTCOP Services to all ethnic groups in each Supervisorial District in which the Services are being provided by Subrecipient. All materials must be presented in a culturally sensitive manner by Subrecipient.

6.12.2 Subrecipient shall ensure that information and assistance on Services are provided to all populations including, but not limited to, homeless, veterans, and Lesbian-Gay-Bisexual-Transgender individuals.

6.13 **Customer Satisfaction Surveys**

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

7.0 HOURS/DAYS OF WORK

7.1 Subrecipient shall provide LTCOP Services at a minimum during normal business hours. Subrecipient's Staff shall be available to all Clients, potential Clients, and referral sources, as well as County representatives at a minimum during normal business hours. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays).

7.2 For any site closure, disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs, religious holidays, etc.), or any deviation from the traditional Monday through Friday schedule of Services, days, or times, Subrecipient shall submit a written request to County's Program Manager at least ten (10) business days in advance of the closure/deviation

date. This request shall state the date and reason for the closure/deviation and shall provide an action plan to ensure that delivery of Services is not disrupted. The request and action plan must be approved by County's Program Manager in writing prior to its implementation.

7.3 Subrecipient's LTCOP sites shall be closed on County recognized holidays (i.e., Subrecipient is not required to provide Services on County recognized holidays). When Subrecipient elects to provide Services on such holidays, County shall not reimburse Subrecipient for delivery of Service (except when Subrecipient has received prior written approval from County's Program Manager to operate on such days).

7.4 **Telephone Calls**

7.4.1 Subrecipient's Staff shall provide personal telephone contact with Clients, potential Clients, and County during normal business hours.

7.4.2 **Answering Incoming Phone Calls**

7.4.2.1 Staff shall answer phone calls in-person throughout the day during normal business hours each week rather than using a telephone answering service/voicemail system. Staff shall answer calls as quickly as possible, preferably within the first three (3) rings. Subrecipient shall only use a telephone answering service/voicemail system during normal business hours as a last resort to answer phone calls under the following conditions:

7.4.2.1.1 When Staff is answering other phone calls.

7.4.2.1.2 In rare circumstances when no Staff is available to answer the telephones.

7.4.3 If necessary, Subrecipient shall stagger Staff breaks and lunch periods to ensure that Staff are available to answer phone calls during normal business hours.

7.4.4 Subrecipient shall provide telephone coverage using only Staff (including Ombudsman Representatives) who have been trained in the confidentiality requirements as provided in Subparagraph 7.6 (Confidentiality) of this Subaward and in this Statement of Work. Staff Ombudsman Representatives may assist Clients using the training techniques provided by Subrecipient and OSLTCO. When answering calls, Subrecipient shall ensure that its Staff who are not Ombudsman Representatives shall only obtain the following

information from Clients: Client's name; phone number; and, general description of Client's complaint (to determine immediacy of Client's need).

7.4.5 In the event that a call results in Client leaving a message, Subrecipient shall adhere to the following provisions:

7.4.5.1 During normal business hours, Subrecipient shall respond to Client within two (2) hours from the time the message is left.

7.4.5.2 During non-business hours, Subrecipient shall utilize its telephone answering service/voicemail system to capture all phone calls received. Subrecipient shall provide an outgoing message on its telephone answering service/voicemail system directing callers to the OSLTCO's 24-hour hotline, CRISISline, for assistance during Subrecipient's non-business hours. When Subrecipient is unable to directly serve Client, Subrecipient shall adhere to the procedures outlined in Subsection 6.10 (Collaborations).

8.0 WORK SCHEDULES

8.1 Subrecipient shall submit a Work schedule for each site to County's Program Manager for review and approval 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 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to County's Program Manager for review and approval within fourteen (14) business days prior to the scheduled time for Work.

8.3 County may request, at its sole discretion, a deviation from the regular Work schedule to address site/task demands.

9.0 UNSCHEDULED WORK

9.1 County's Program Manager or his/her designee may authorize Subrecipient to perform unscheduled Work, including, but not limited to, repairs and replacements when the need for such Work arises out of extraordinary incidents such as vandalism, acts of nature, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, at its sole discretion, County may request that Subrecipient provide Services beyond

normal business hours.

9.2 Prior to performing any unscheduled Work, Subrecipient shall prepare and submit a written description of the Work with an estimate of labor and materials. If the unscheduled Work exceeds Subrecipient's estimate, County's Program Manager or his/her designee must approve the excess cost. In any case, no unscheduled Work shall commence without County's prior written authorization.

9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Program Manager for approval before beginning the Work. A written estimate shall be sent within twenty-four (24) hours for approval. Subrecipient shall submit an invoice to County's Contract Manager within five (5) business days after completion of the Work.

9.4 All unscheduled Work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said Work within the time allotted.

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

10.0 SPECIFIC WORK REQUIREMENTS

10.1 The specific Work requirements outlined herein establish the tasks and standards for the provision of LTCOP Services under this Subaward. The task is defined as the Service or benefit provided to Client, which meets the LTCOP guidelines. Subrecipient shall fulfill all of the tasks outlined below, in accordance with the requirements outlined in this Statement of Work, and payment to Subrecipient shall be based upon meeting these requirements.

10.2 Core Ombudsman Services

10.2.1 Subrecipient shall use OAA Title III B (Supportive Services and Senior Centers Program Authorized), OAA Title VII A Chapter 2 (Ombudsman Programs), and State General Funds Title III B (Ombudsman Programs) funding to provide the tasks described in this Subsection 10.2.

10.2.2 Resident-Level Advocacy – Complaint Resolution

10.2.2.1 Subrecipient shall receive, identify, investigate, and resolve complaints made by or on behalf of Client that relate to the action, inaction, or decisions adversely affecting the health, safety, welfare, or rights of a Client and shall be consistent with the policies and

procedures established by OSLTCO. Said complaints include, but are not limited to, any of the following situations:

10.2.2.1.1 Abuse of Client, including physical, sexual, fiduciary, emotional, verbal and/or psychological abuse.

10.2.2.1.2 Financial abuse of Client including exploitation, mishandling of Client's accounts/property, theft, etc.

10.2.2.1.3 Failure to administer medication to Client in a manner consistent with Client's physician's orders.

10.2.2.1.4 Client does not receive adequate care, nutritionally balanced meals, or fluids in a manner consistent with Client's plan of care (which is developed by a team consisting of Client, his/her family or legal representative, Client's physician and Facility staff).

10.2.2.1.5 Client's rights are violated.

10.2.2.1.6 Client's calls or requests for assistance from Facility staff are not addressed.

10.2.2.1.7 Client is abandoned, isolated, or neglected.

10.2.2.1.8 Client has conflicts with the Facility caretakers or other residents.

10.2.2.2 **Complaint Management System**

10.2.2.2.1 Subrecipient shall develop and maintain a system that will allow Subrecipient to track, monitor, and organize complaints, the resolution of complaints, and other problems associated with LTC Facilities. This Complaint Management System shall be a written operating procedural manual outlining how complaints are received, assigned to Ombudsman

Representatives, tracked, followed-up, and resolved. At a minimum, the Complaint Management System should include the following elements:

10.2.2.2.1.1 A mechanism for receiving, recording, logging, and tracking data pertaining to complaints, the resolution of complaints, and conditions in LTC Facilities.

10.2.2.2.1.2 An ability to monitor notification of progress and resolution to complaints.

10.2.2.2.1.3 The ability to promptly provide the status of the resolution, and a means to ensure timely handling and resolution of all complaints.

10.2.2.2.1.4 The ability to maintain the confidentiality of all Client files consistent with all applicable laws, as well as Subparagraph 7.6 (Confidentiality) of this Subaward and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data).

10.2.2.2.1.5 A process for providing referrals and follow-up to Facility residents in response to complaints.

10.2.2.2.1.6 The ability to document patterns, trends, and special problems related to the investigation and resolution of complaints.

10.2.2.2.1.7 A process to track and follow-up on referrals made to CRISISline.

10.2.2.3 **National Ombudsman Reporting System (NORS)**

10.2.2.3.1 Subrecipient shall utilize NORS to enter LTCOP data that is timely, complete, accurate, and verifiable.

10.2.2.3.2 Subrecipient shall complete LTCOP data entry for quarterly NORS reports no later than one (1) month following the end of the reporting quarter (see chart below) and annual LTCOP data entry using NORS by August 31. Subrecipient shall provide copies of aggregate quarterly and annual data to County's Program Manager by the same due dates.

Quarter	Reporting Period	Due Date
Q1	Jul 1 – Sep 30	October 31
Q2	Oct 1 – Dec 31	January 31
Q3	Jan 1 – Mar 31	April 30
Q4	Apr 1 – Jun 30	July 31

10.2.2.3.3 On or before the reporting due dates, Subrecipient shall submit a Quarterly Ombudsman Data Reporting Form (OSLTCO S301) to OSLTCO along with a copy to County's Program Manager using OSLTCO's e-mail address: stateomb@aging.ca.gov. Subrecipient shall indicate whether the data for that quarter has been completed or provide the reason for any delay.

10.2.2.3.4 Subrecipient shall report data specific to Services provided using OAA Title VII A Chapter 3 (Programs for the Prevention of Elder Abuse, Neglect, and Exploitation) funds by completing the Elder Abuse Prevention Quarterly Activity Report (CDA 1037, obtained from

CDA's website). The report shall be submitted to OSLTCO along with a copy to County's Program Manager using OSLTCO's e-mail address: stateomb@aging.ca.gov by the due dates noted in the chart below. Subrecipient shall enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into the State's California Aging Report System (CARS) on a quarterly basis. Subrecipient shall enter the total number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" from the Elder Abuse Prevention Quarterly Activity Report into CARS.

Quarter	Reporting Period	Due Date
Q1	Jul 1 – Sep 30	October 31
Q2	Oct 1 – Dec 31	January 31
Q3	Jan 1 – Mar 31	April 30
Q4	Apr 1 – Jun 30	July 31

10.2.2.4 Subrecipient shall not impose restrictions on the type of complaints made by Client. Subrecipient shall document all complaints received from Client or Client's representative(s). In the event that Client makes a complaint about matters which are outside the purview of the long-term care setting (for example, a complaint about the need for additional Social Security benefits), Subrecipient shall assist Client in the following manner:

10.2.2.4.1 Refer Client to the appropriate agency, organization or entity which is better equipped to assist Client (such as Federal, State, or Local government agencies, community based organizations, etc.).

10.2.2.4.2 Coordinate the efforts to connect Client

with another agency, organization, or entity which is better equipped to address Client's matters.

10.2.2.4.3 Follow-up with Client to ensure that the connection or referral is appropriate to meet Client's needs.

10.2.2.4.4 Any other appropriate action which substantiates that Subrecipient has exercised due diligence.

10.2.2.5 In the event Subrecipient believes that Client's non-long-term care related complaint is unreasonable, Subrecipient shall promptly consult with OSLTCO to determine the best options for handling the complaint. Subrecipient shall not be required to make unreasonable efforts to assist Client in resolving the complaint.

10.2.3 **Resident-Level Advocacy – Information and Consultation to Individuals**

10.2.3.1 Subrecipient shall provide general information to persons expressing interest about local Facilities and how to select an appropriate Facility.

10.2.3.2 Subrecipient shall consult with Client during the complaint investigation process to determine Client's needs and determine the appropriate remedies that are available to assist Client.

10.2.3.3 Subrecipient shall provide information to Clients on Client rights.

10.2.4 **Facility Monitoring/Coverage, LTC Facility Consultation and Training, and Establishment of an On-going Presence**

10.2.4.1 **Facility Monitoring/Coverage**

10.2.4.1.1 Subrecipient shall conduct unannounced, on-site Monitoring Visits of LTC Facilities. For purposes of this Statement of Work, the Monitoring Visit is an activity performed by Subrecipient visiting the LTC Facility and reviewing,

observing and assessing the LTC Facility. Subrecipient shall conduct these on-site Monitoring Visits on a quarterly basis or more frequently during each 12-month Fiscal Year term of this Subaward period or as often as required by OSLTCO.

10.2.4.1.2 Subrecipient shall use LTCOP requirements that are described in this Statement of Work, and consult with OSLTCO to determine how well the Facility is achieving the standards. Subrecipient shall work with the Facilities that are deficient in the care and services provided to Clients to implement recommendations. If a visit is conducted as part of establishing on-going presence (separate from the monitoring process) and a deficiency is discovered, Subrecipient shall document the deficiency and request the Facility to adhere to Subrecipient's recommendation. If the Facility fails to comply with the provisions of the recommendations, Subrecipient shall report these deficiencies to the State licensing agency that is responsible for oversight of the Facility.

10.2.4.1.3 Subrecipient shall use State licensing agency regulation to observe, review, and recommend best practices used by other Facilities.

10.2.4.2 **LTC Facility Consultation and Training**

10.2.4.2.1 Subrecipient shall provide training and consultation for LTC Facility staff on topics such as elder abuse, mandated reporting, and Client rights, etc.

10.2.4.2.2 Subrecipient shall maintain the confidentiality of all complaint data consistent with all applicable laws as well

as Subparagraph 7.6 (Confidentiality) of this Subaward and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data).

10.2.4.2.3 Subrecipient shall communicate best practices to LTC Facilities so that the Facility can incorporate these best practices into its current procedures.

10.2.4.2.4 Utilizing information gathered through its Complaint Management System, Subrecipient shall provide information and assistance relating to LTCOP Services to LTC Facilities. Subrecipient shall maintain current files of Facility profiles, citation/deficiency reports, and other appropriate materials for use by LTCOP and as a basis for informing the public.

10.2.4.3 **Establishment of an On-Going Presence**

10.2.4.3.1 Subrecipient shall maintain a frequent, consistent, and timely on-site presence in LTC Facilities, and shall ensure that Clients have regular and timely access to Ombudsman Representatives. Maintaining an on-going presence in the LTC Facilities is a separate activity Subrecipient shall perform in addition to its obligation to respond to and investigate individual complaints pursuant to Subsection 10.2.2 (Resident-Level Advocacy – Complaint Resolution). Subrecipient shall maintain the confidentiality of Client's information consistent with all applicable laws as well as Subparagraph 7.6 (Confidentiality) of this Subaward and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data). Subrecipient shall provide timely responses to complaints and requests for

assistance received from either Client or the family/friends of Client.

10.2.4.3.2 Subrecipient shall maintain a current, written Facility coverage plan that documents its visitation/presence in these Facilities. The Facility coverage plan shall also describe how Subrecipient will use its resources to maintain the on-site presence of Ombudsman Representatives in LTC Facilities in Los Angeles County (excluding the City of Los Angeles). The Facility coverage plan shall be used by Subrecipient to ensure that its Ombudsman Representatives establish a presence in these Facilities, which is accomplished through consistent on-site visitations performed by Ombudsman Representatives.

10.2.4.3.3 During each on-site visit Subrecipient shall confirm that the Ombudsman poster displaying Subrecipient's phone number and the State's CRISISline number is posted in a conspicuous location that is accessible to all Facility residents (both Clients and non-Client residents), visitors, and Facility staff.

10.2.5 **Resident Council Development and Support/Family Council Development and Support**

10.2.5.1 Subrecipient shall assist Client and Client's family and friends in developing an active Resident Council and Family Council, as necessary. Resident Council is defined as an independent group comprised of residents living in LTC Facilities, organized to act on behalf of all residents on issues affecting resident care and life in the Facility. Family Council is defined as an independent, organized group consisting primarily of the residents' family members and friends acting in concert on behalf of the LTC Facility residents.

10.2.5.2 Subrecipient shall attend Resident Council and Family Council meetings upon receiving an invitation from

either Council.

10.2.5.3 Subrecipient shall provide technical assistance to both the Resident Council and Family Council, which may involve any form of the following activities:

10.2.5.3.1 Informing Clients and Client's family and friends on the rights of the Clients and the Councils as it pertains to the long-term care setting.

10.2.5.3.2 Informing Councils on the availability of community resources related to long-term care services.

10.2.5.3.3 Providing information based on data collected under the Complaint Management System, which includes, but is not limited to, complaints, resolution of complaints, reports on Facility deficiency, poor and best Facility practices, and any other information that empowers the Councils. Subrecipient shall maintain the confidentiality of all complaint data consistent with all applicable laws as well as Subparagraph 7.6 (Confidentiality) of this Subaward and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data).

10.2.5.3.4 Providing other assistance which enables these Councils to be proactive in advocating for Client rights.

10.2.5.4 Subrecipient shall train and involve these Councils in advocating for Clients in the long-term care setting.

10.2.6 **Advance Health Care Directive and Property Transfer Witnessing**

10.2.6.1 Subrecipient shall witness the execution of Client's advance health care directive prepared and executed pursuant to California Probate Code Sections 4673 – 4675. An advance health care directive may include either an individual health care instruction or a power

of attorney for health care.

10.2.6.2 Subrecipient shall witness property transfers between Client and a second party (which includes, but is not limited to any owner, employee, agent, or consultant of a long-term health care facility, as defined in the California Health and Safety Code Section 1418, or member of his or her immediate family, or representative of a public agency or organization operating within the long-term health care facility with State, County, or city authority, or member of his or her immediate family) with a fair market value of more than $100 on behalf of Client pursuant to California Health and Safety Code Section 1289 (a) – (e).

10.2.6.3 Subrecipient may question Client and others as appropriate in confidence, about the transaction as part of the witnessing process.

10.2.6.4 Subrecipient shall submit written comments pertaining to the transaction into the health care records of Client. Subrecipient may document the property transfer by using the California Association of Health Facilities form (or similar document such as Client's medical records) when witnessing property transactions.

10.2.6.5 Subrecipient shall review and sign the transfer instrument (i.e., sales contract or deed instrument) as a witness and follow policies and procedures established by OSLTCO.

10.2.6.6 Subrecipient shall train its Ombudsman Representatives using the State's two-hour curriculum and shall register its Ombudsman Representatives with OSLTCO to provide these witnessing services.

10.2.7 **Systems-Level Advocacy**

10.2.7.1 Subrecipient shall advocate for the needs of Clients at the State and Federal levels. This level of advocacy shall include tracking, reviewing and, as necessary, commenting and making recommendations on any existing or proposed laws, regulations, and policies affecting LTCOP and its Clients. To this end, Subrecipient shall endeavor to be instrumental in

influencing public policy for changes that improve Client's quality of life and quality of care.

10.2.7.2 Subrecipient shall represent the interests of Client before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of Client.

10.2.7.3 Subrecipient shall facilitate the ability of the public to comment on laws, regulations, policies, and actions pertaining to long-term care.

10.2.8 **Referrals**

10.2.8.1 If Subrecipient cannot provide immediate assistance to Client, Subrecipient shall:

10.2.8.1.1 First, obtain consent from Client or Client's representative.

10.2.8.1.2 Second, refer Client to the local offices of the Department of Social Services through its Community Care Licensing division, the Department of Public Health (DPH) through its Licensing and Certification Program, the Department of Justice (DOJ) through its Bureau of Medi-Cal Fraud and Elder Abuse, local law enforcement and/or the local Adult Protective Services provider.

10.2.8.2 Subrecipient shall refer complaints and concerns from non-Senior Client residents of LTC Facilities to the appropriate government agency, other aging network organizations or community based agencies in the event that such individuals are ineligible to receive LTCOP Services.

10.2.9 **OSLTCO Supplemental Activities**

10.2.9.1 Subrecipient shall perform other activities deemed appropriate by OSLTCO.

10.3 **Elder Abuse Prevention Program Services**

10.3.1 Subrecipient shall use OAA Title VII A Chapter 3 (Programs for the Prevention of Elder Abuse, Neglect, and Exploitation) funding to

provide the tasks described in this Subsection 10.3.

10.3.2 Public Education Sessions

10.3.2.1 Subrecipient shall provide education sessions and outreach for the general public on the identification, prevention and treatment of elder abuse, neglect, and exploitation.

10.3.2.2 Subrecipient shall outreach to the public and provide education to promote financial literacy and provide methods to prevent identity theft and financial exploitation of older individuals.

10.3.2.3 Subrecipient shall present community education, training programs, and technical assistance to LTC Facility staff, human service workers (i.e., service providers such as case managers, social workers, nurses, residential counselors, drug abuse counselors, etc. who hold professional and paraprofessional jobs in diverse settings including, but not limited to, the long-term care setting, social service agencies, mental health facilities, group homes, etc.), family caregivers, and the general public about long-term care and Client rights.

10.3.2.4 Subrecipient shall provide information about the resources that are available to help select a LTC Facility.

10.3.3 Training Sessions for Professionals

10.3.3.1 Subrecipient shall provide training sessions for professionals (including service providers, nurses and social workers) in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation with particular focus on prevention and enhancement of self-determination and autonomy.

10.3.3.2 Subrecipient shall conduct special and on-going training for individuals involved in serving victims of elder abuse, neglect, and exploitation on the topics of self-determination, individual rights, State and Federal requirements concerning confidentiality, and other topics determined by OSLTCO or County to be appropriate.

10.3.3.3 Subrecipient shall provide technical assistance, which includes but is not limited to, instruction and training to programs that provide or have the potential to provide LTCOP Services or other services for victims of elder abuse, neglect, and exploitation and for family members/friends of the victims.

10.3.4 Training Sessions for Caregivers Served by OAA Title III E

10.3.4.1 Subrecipient shall conduct training sessions for caregivers who are receiving services under OAA Title III E on the identification, prevention, and treatment of elder abuse, neglect, and exploitation with particular focus on prevention and enhancement of self-determination and autonomy.

10.3.5 Development of Coordinated System to Respond to Elder Abuse

10.3.5.1 Subrecipient shall develop a coordinated system to respond to elder abuse. To this end, Subrecipient shall coordinate its LTCOP Services with services instituted pursuant to the State's Adult Protective Services program, State and local law enforcement systems, courts of competent jurisdiction, and Mental Health Services, and shall participate in multi-disciplinary team.

10.3.5.2 Subrecipient shall advocate for the development of data systems. This shall include elder abuse reporting systems and the collection of information to quantify the extent of elder abuse, neglect, and exploitation in the Service area.

10.3.5.3 Subrecipient shall analyze information obtained from local Adult Protective Services programs and LTCOP Services as it relates to elder abuse, neglect, and exploitation. Subrecipient shall use this information to identify unmet Service, enforcement, or intervention needs.

10.3.6 Distribution of Educational Materials

10.3.6.1 Subrecipient shall distribute educational materials to the general public, professionals, and caregivers to help identify, prevent, and treat elder abuse, neglect,

and exploitation.

10.3.6.2 Educational materials may include resources that have been developed by other entities.

10.3.7 **Development of Educational Products**

10.3.7.1 Subrecipient shall develop educational products including, but not limited to, brochures, curriculum, DVDs, etc., to help in the identification, prevention, and treatment of elder abuse, neglect, and exploitation.

10.4 **Supplemental LTCOP Services**

10.4.1 Subrecipient shall use Long-Term Care Facility Citation Penalty Account – Special Deposit Fund (SDF), Public Health Licensing and Certification Program (Public Health Licensing), and Skilled Nursing Facility Quality and Accountability Fund (SNFQA) funding to provide the tasks described in this Subsection 10.4.

10.4.1.1 Subrecipient shall allocate 50% of the funding for SDF, Public Health Licensing, and SNFQA to provide the tasks identified in this Statement of Work, Subsections 10.4.2 (Staff Recruitment/Retention) and 10.4.3 (Staff Training).

10.4.1.2 Subrecipient shall request prior approval from County's Program Manager in order to allocate any amount other than 50% of its SDF, Public Health Licensing, and SNFQA funds for the tasks identified in this Statement of Work, Subsections 10.4.2 (Staff Recruitment/Retention) and 10.4.3 (Staff Training) (e.g., if Subrecipient determines that it is unable to fully expend 50% of the SDF allocation for the tasks identified in this Statement of Work, Subsections 10.4.2 (Staff Recruitment/Retention) and 10.4.3 (Staff Training), Subrecipient may request a Program modification from County). Such request shall be made pursuant to Subparagraph 9.9 (Modifications) of this Subaward.

10.4.2 **Staff Recruitment/Retention**

10.4.2.1 For each Fiscal Year that County exercises its option to extend the Subaward term, Subrecipient shall increase its number of Ombudsman Representatives

by five percent (5%), subject to an increase in available funding, and shall provide a sufficient number of qualified Staff with the appropriate education, licensure, and experience to carry out the requirements of the Program. To this end, Subrecipient shall recruit additional Staff to serve as Ombudsman Representatives. Subrecipient shall recruit Ombudsman Representatives to adjust for attrition and to maintain the agreed-upon performance levels in the most current Area Plan Service Unit Plans. These Ombudsman Representatives will carry out the objectives of LTCOP and provide Services to Clients.

10.4.2.2 Subrecipient shall ensure that all Ombudsman Representatives meet the requirements for obtaining background clearance from the California Department of Justice and the Federal Bureau of Investigation (FBI) and fingerprinting as a prerequisite for certification as an Ombudsman Representative as prescribed in Subsection 6.4.6 (State Certification of Ombudsman Representative). Subrecipient may use SDF funds to defray the costs of fingerprinting.

10.4.2.3 Subrecipient shall maintain a core group of well-trained Volunteer Ombudsman Representatives and shall conduct Volunteer recognition activities in order to retain Volunteer Ombudsman Representatives.

10.4.3 **Staff Training**

10.4.3.1 Subrecipient shall provide on-going training and technical assistance to Ombudsman Representatives.

10.4.3.2 Subrecipient shall ensure that its Ombudsman Representatives receive State certification by completing the required 36-hour training program (required to obtain initial certification) and completing the annual twelve (12) hours of continuing education (required to retain State certification). Please refer to Subsection 6.4.6 (State Certification of Ombudsman Representative).

10.4.4 **Augmentation of LTCOP Services**

10.4.4.1 In addition to the tasks described in this Subsection

10.4, Subrecipient may use 50% of the total SDF, Public Health Licensing, and SNFQA allocations for activities which support the overall LTCOP objectives with County's Program Manager's prior approval. To this end, Subrecipient may use the SDF, Public Health Licensing, and SNFQA allocations to augment any of the LTCOP tasks identified in this Statement of Work, Subsections 10.2 (Core Ombudsman Program Services) and 10.3 (Elder Abuse Prevention Program Services). Subrecipient shall request a Program modification (pursuant to Subparagraph 9.9 (Modifications) of this Subaward) from County in order to effect such changes.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

11.1 All listings of Services and requirements reflected in Attachment 1 (Performance Requirements Summary Chart) are intended to be completely consistent with this Subaward and this Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in this Subaward and this Statement of Work. In any case of apparent inconsistency between Services and requirements as stated in this Subaward, this Statement of Work, and Attachment 1 (Performance Requirements Summary Chart), the meaning apparent in this Subaward and this Statement of Work will prevail. If Subrecipient initiates a request for a review and as a result, County determines any Service seems to be created in Attachment 1 (Performance Requirements Summary Chart) which is not clearly and forthrightly set forth in this Subaward and this Statement of Work then that apparent Service will be null and void and place no requirement on Subrecipient.

12.0 GREEN INITIATIVES

12.1 Subrecipient shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

12.2 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.

12.3 Subrecipient shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.

12.4 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.

12.5 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e., for janitorial use) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the United States 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.

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

ATTACHMENT 1
(PERFORMANCE REQUIREMENTS SUMMARY CHART)

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

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

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

Performance Requirement

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

Reference

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

Standard(s)

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

Acceptable Quality Level

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

Remedy(ies) for Non-Compliance

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

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Subrecipient shall advocate for Clients, protect Clients' rights and promote the highest possible quality of care and quality of life for Clients.	Exhibit A (Statement of Work), Subsection 10.2.2 (Resident-Level Advocacy - Complaint Resolution)	Subrecipient shall ensure that the number of cases resolved out of the total cases received will exceed the average California Complaint Resolution rate by two percent (2%). The rate is determined and available annually from CDA.	**75%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Subrecipient shall provide LTC Facility monitoring/coverage.	Exhibit A (Statement of Work), Subsection 10.2.4.1 (Facility Monitoring/ Coverage)	Subrecipient shall use the LTCOP allocation indicated in the Mandated Program Services to conduct unannounced, on-site Monitoring Visits of LTC Facilities on a quarterly basis each Fiscal Year using the LTCOP requirements in Exhibit A (Statement of Work) and those provided by OSLTCO.	**100%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Subrecipient shall maintain an on-going presence in each Skilled Nursing Facility (SNF) and Residential Care Facility for the Elderly (RCFE), in addition to responding to complaints.	Exhibit A (Statement of Work), Subsection 10.2.4.3.1 (Establishment of an On-Going Presence)	Subrecipient shall use the LTCOP allocation indicated in the Mandated Program Services to: -Maintain a regular, on-going presence in each SNF and RCFE (on-going presence shall be in addition to responding to/investigating complaints). -Maintain a current LTC Facility coverage plan documenting its visitation/presence in LTC Facilities. -Confirm on a regularl basis that the Ombudsman poster displaying the phone number for Subrecipient and CRISIS line is posted in a conspicuous location accessible to both Clients and non-Client residents within LTC Facility.	**95%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Subrecipient shall provide information and consultation to individuals and LTC Facilities.	Exhibit A (Statement of Work), Subsection 10.2.3 (Resident-Level Advocacy - Information and Consultation to Individuals) and Exhibit A (Statement of Work), Subsection 10.2.4.2 (LTC Facility Consultation and Training)	Subrecipient shall use the LTCOP allocation indicated in the Mandated Program Services to: -Provide long-term care information to all persons who contact Subrecipient to request information about selecting a LTC Facility. -Consult with each Client during the complaint investigation process to determine Client's needs and appropriate remedies; and, advise Client on his/her rights. -Provide training and consultation to all LTC Facilities staff.	**95%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Subrecipient shall provide Elder Abuse Prevention services.	Exhibit A (Statement of Work), Subsection 10.3 (Elder Abuse Prevention Program Services)	Subrecipient shall use the LTCOP allocation indicated in the Mandated Program Services to perform at least one (1) of the following activities: -Provide public education sessions for the public on the identification, prevention and treatment of elder abuse, neglect and exploitation and outreach to the general public at the service level indicated in County's Area Plan Service Unit Plan (APSUP). -Provide training sessions for professionals on the identification, prevention, and treatment of elder abuse, neglect and exploitation at the service level indicated in County's APSUP. -Provide training sessions for caregivers served by OAA Title III E on the identification, prevention, and treatment of elder abuse, neglect, and exploitation at the Service level indicated in County's APSUP. -Develop a coordinated system to respond to elder abuse and coordinate LTCOP Services with Adult Protective Services, State, and local law enforcement systems and courts of competent jurisdiction at the Service level and in the manner prescribed in County's APSUP.	**100%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
		-Distribute educational materials to the general public, professionals, and caregivers to identify, prevent, and treat elder abuse, neglect, and exploitation at the Service level and in the manner prescribed in County's APSUP. -Develop educational products to help prevent and treat elder abuse, neglect, and exploitation at the Service level and in the manner prescribed in County's APSUP.		
Subrecipient shall recruit Staff (Employees and Volunteers) to serve as Ombudsman Representatives.	Exhibit A (Statement of Work), Subsection 10.4.2 (Staff Recruitment/ Retention)	Subrecipient shall use the LTCOP allocation indicated in the Mandated Program Services to: -Increase the number of Staff Ombudsman Representatives each Fiscal Year by 5% (subject to extension of the Subaward term and an increase in funding). -Maintain a core group of well-trained Volunteer Ombudsman Representatives. -Conduct regular Volunteer recognition activities to retain Volunteer Ombudsman Representatives.	**100%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Subrecipient shall provide training for Staff (Employees and Volunteers) serving as Ombudsman Representatives.	Exhibit A (Statement of Work), Subsection 10.4.3 (Staff Training) and Exhibit A (Statement of Work), Subsection 6.7 (Training)	Subrecipient shall use the LTCOP allocation indicated in the Mandated Program Services to provide on-going training and technical assistance on a regular basis and as-needed basis to Staff Ombudsman Representatives.	**100%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Subrecipient shall certify all Ombudsman Representatives.	Exhibit A (Statement of Work), Subsection 6.4.6 (State Certification of Ombudsman Representative) and Exhibit A (Statement of Work), Subsection 6.4.7 (Criminal Background Clearance)	Subrecipient shall use the LTCOP allocation indicated in the Mandated Program Services to: -Provide thirty-six (36) hours of training using curriculum developed and required by OSLTCO to certify all Ombudsman Representatives. - Provide an internship for all Ombudsman Representatives upon completion of the 36-hour training. -Provide twelve (12) hours of continuing education each year for all Ombudsman Representatives to maintain OSLTCO certification. -Complete the background clearance process for all Ombudsman Representatives pursuant to Exhibit A (Statement of Work), Subsection 6.4.7 (Criminal Background Clearance).	**100%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Subrecipient shall provide ten percent (10%) match of the total allocations for OAA Title VII A Chapter 2 and OAA Title VII A Chapter 3 funding.	Subaward Terms and Conditions, Subparagraph 5.12 (Match Contribution)	Subrecipient shall minimally provide ten percent (10%) match contribution for the total allocations for both OAA Title VII A Chapter 2 and OAA Title VII A Chapter 3 funding. Such match shall be reflected on Subrecipient's Budgets.	**100%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Subrecipient shall obtain and maintain confidentiality forms for appropriate Staff (Employees and Volunteers).	Exhibit A (Statement of Work), Subsection 6.4.8 (Confidentiality and Security of LTCOP Data)	Subrecipient shall require Subrecipient's Staff who have access to confidential files or any other confidential information within the office to sign confidentiality forms, which shall be maintained on file.	**100%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Subrecipient shall submit quarterly and annual LTCOP data.	Exhibit A (Statement of Work), Subsection 10.2.2.3 (National Ombudsman Reporting System (NORS))	Subrecipient shall submit: -Quarterly LTCOP data using NORS by October 31, January 31, April 30, and July 31 (and provide copies of aggregate data to County's Program Manager). -Annual LTCOP data using NORS by August 31 (and provide copies of aggregate data to County's Program Manager). -Elder Abuse Prevention Quarterly Activity Report (obtained from CDA's website) to OSLTCO by October 31, January 31, April 30, and July 31 (and provide copies of the report to County's Program Manager). - Quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into the State’s California Aging Report System (CARS) on a quarterly basis.	**100%**	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Provide Program Services and expend Subaward Sums.	Subaward Terms and Conditions, Paragraph 3.0 (Work)	Subrecipient shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth in the Subaward.	95%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Submit Budget(s) and Mandated Program Services documents by County's due date.	Subaward Terms and Conditions, Paragraph 3.0 (Work)	At County's request, Subrecipient shall complete the Budget and Mandated Program Services documents and submit these documents by the due date as prescribed by County.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Notify County in writing of any change in name or address of Subrecipient's Project Manager.	Subaward Terms and Conditions, Subparagraph 7.2 (Subrecipient's Project Manager)	Immediately notify County in writing of any change in the name or address of Subrecipient's Project Manager or provide such notification within five (5) business days after the change is effective.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Maintain accurate records related to the Subaward and Program Services.	Subaward Terms and Conditions, Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement)	Subrecipient to maintain all required financial records; employment records; supporting Program documents; proprietary data; information related to its performance of the Subaward; the Subaward; Subaward amendments, addendums and/or modifications; and, all applicable laws, regulations, directives, change notices and guidance.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Obtain prior approval before entering into/amending Lower Tier Subaward(s).	Subaward Terms and Conditions, Subparagraph 8.40 (Lower Tier Subaward)	Obtain County's advance written approval prior to entering into a Lower Tier Subaward for any Work by providing a draft copy of the proposed Lower Tier Subaward to County's Contract Manager and allowing County up to sixty (60) days to complete the review process.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Maintain current insurance certifications, inspection reports, permits, licenses, etc. and submit to County prior to expiration.	Subaward Terms and Conditions, Subparagraph 8.25 (Insurance Coverage) and Subparagraph 9.20.3 (Subaward Compliance Documents)	Maintain proof of all current and required insurance certifications, inspection reports, permits, and licenses as specified in the Subaward, Subparagraphs 8.25 (Insurance Coverage) and 9.20.3 (Subaward Compliance Documents).	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Prepare and submit corrective action plan(s).	2 CFR 200.511 WDACS Directive CCD-15-1 (Resolution Procedures) WDACS Directive CCD-15-2 (Contractor Alert Reporting Database Procedures)	Submit a corrective action plan(s) at the direction of County and/or County's duly authorized representatives (including, but not limited to, Federal, State and other County agents) within the prescribed timeline.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Prepare and submit audit engagement letter.	2 CFR 200.501 WDACS Directive CCD-15-2 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-15-8 (Audit Requirements)	Submit the audit engagement letter for the single audit by the deadline directed by County.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Prepare and submit cost allocation plan.	2 CFR 200.4 WDACS Directive CCD-15-2 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-15-3 (Cost Allocation and Inidrect Cost Requirements for WDACS Subawards)	Submit a cost allocation plan which adheres to the requirements outlined in WDACS directive CCD-15-3 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) within the prescribed timeline.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

ATTACHMENT 2
(COUNTY RECOGNIZED HOLIDAYS)

New Year's Day.....January 1

Martin Luther King Jr.'s Birthday .....The third Monday in January

Presidents' Day ..... The third Monday in February

Cesar Chavez Day…….....The last Monday in March

Memorial Day ..... The last Monday in May

Independence Day .....July 4

Labor Day..... The first Monday in September

Columbus Day..... The second Monday in October

Veteran's Day.....November 11

Thanksgiving Day.....The fourth Thursday in November

Friday after Thanksgiving .....The fourth Friday in November

Christmas .....December 25

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

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

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

ATTACHMENT 3 (COMMUNITY FOCAL POINTS LIST)

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

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

Designated Community Focal Point	Address
Alhambra, City of: Joslyn Adult Center	210 North Chapel Avenue Alhambra, CA 91801
Altadena Community Center (CSS)	730 East Altadena Drive Altadena, CA 91001
Altadena Senior Center (CSS)	560 East Mariposa Street Altadena, CA 91001
Altamed Health Service: California Southland Chapter	Site 1: 512 South Indiana Street Los Angeles, CA 90063 Site 2: 4421 Wilshire Boulevard Suite #400 Los Angeles, CA 90010
Armenian Relief Society	518 West Glenoaks Boulevard Glendale, CA 91202
Antelope Valley Senior Center (CSS)	777 West Jackman Street Lancaster, CA 93534
Asian Senior Center (CSS)	14112 South Kingsley Drive Gardena, CA 90249
Avalon Medical Development Corp: Catalina Island Medical Center	100 Falls Canyon Road Avalon, CA 90704
Azusa, City of: Azusa Senior Center /Azusa Recreation & Family Service	Site 1: 740 North Dalton Avenue Azusa, CA 91702 Site 2: 320 North Orange Place Azusa, CA 91702
Bet Tzedek Justice for All	3250 Wilshire Boulevard 13th Floor Los Angeles, CA 90010
Burbank, City of : Joslyn Adult Center /Tuttle Center	Site 1: 1301 West Olive Avenue Burbank, CA 91506 Site 2: 1731 North Ontario Burbank, CA 91505

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Centro Maravilla Service Center (CSS)	4716 East Cesar East Chavez Avenue Los Angeles, CA 90022
Cerritos Senior Center	12340 South Street Cerritos, CA 90703
Chinatown Service Center: Little Tokyo Service Center /Korean Health Education, Info. & Research Center	Site 1: 231 East 3rd Street Suite # G106 Los Angeles, CA 90013 Site 2: 3727 West 6th Street Suite #230 Los Angeles, CA 90020 Site 3: 320 South Garfield Avenue Suite#202 Alhambra, CA 91801
Claremont, City of: Joslyn Center /Blaisdell Community Center	Site 1: 660 North Mountain Avenue Claremont, CA 91711 Site 2: 440 South College Avenue Claremont, CA 91711
Culver, City of: Culver City Senior Center / Roxbury Park Community Center	Site 1: 4095 Overland Avenue Culver City, CA 90232 Site 2: 471 South Roxbury Drive Beverly Hills, CA 90212
East Los Angeles Senior Center (CSS)	133 North Sunol Drive Suite# 237 Los Angeles, CA 90063
East Rancho Dominquez Service Center (CSS)	4513 East Compton Boulevard Compton, CA 90221
El Monte, City of: Jack Crippen Multipurpose Senior Center	3120 North Tyler Avenue El Monte, CA 91731
Florence/Firestone Service Center (CSS)	7807 South Compton Avenue Los Angeles, CA 90001
Gardena, City of	1670 West 162th Street Gardena, CA 90247
Glendale, City of : Adult Recreation Center / Sparr Heights Community Center	Site 1: 201 East Colorado Glendale, CA 91205 Site 2: 1613 Glencoe Way, Glendale, CA 91208

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Grandparents As Parents, Inc. : Corporate Office / Edelman Court Caregiver Center	Site 1: 22048 Sherman Way #217 Canoga Park, CA 01303 Site 2: 201 Center Plaza Drive – 5th Floor #422 Monterey Park, CA 91754
Human Services Association	6800 Florence Avenue Bell Gardens, CA 90201
Jewish Family Service: West Hollywood Comprehensive Service Center /Freda Mohr Multipurpose Center	Site 1: 7377 Santa Monica Boulevard West Hollywood, CA 90046 Site 2: 330 North Fairfax Avenue Los Angeles, CA 90036
Just Rite Community Program	17715 Chatsworth Street, Suite 210 Granada Hills, CA 91344
Long Beach Senior Center	1150 East 4th Street Long Beach, CA 90802
Los Nietos Senior Center (CSS)	11640 East Slauson Avenue Whittier, CA 90606
Norwalk, City of : Senior Center	14040 San Antonio Drive Norwalk, CA 90650
Office of Samoan Affairs	20715 South Avalon Boulevard Suite# 200 Carson, CA 90746
Oldtimers Foundation	3355 East Gage Avenue Huntington Park, CA 90255
Pomona, City of: Community Service Department	499 East Arrow Hwy Pomona, CA 91767
Potrero Heights Park Community and Senior Center (CSS)	8051 Arroyo Drive Montebello, CA 90640
San Fernando, City of: Las Palmas Park	505 South Huntington Street San Fernando, CA 91340
San Gabriel Valley Service Center (CSS)	1441 Santa Anita Avenue South El Monte, CA 91733
San Gabriel Valley YWCA	943 North Grand Avenue Covina, CA 91724
San Pedro Service Center (CSS)	769 West Third Street San Pedro, CA 90731

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Santa Anita Family Service	605 South Myrtle Avenue Morovia, CA 91016
Santa Clarita Valley Community on Aging	22900 Market Street Santa Clarita, CA 91321
Santa Clarita Valley Service Center (CSS)	24271 Main Street Newhall, CA 91321
Senior Care Action Network (SCAN)	2501 Cherry Avenue Suite# 380 Signal Hill, CA 90755
South El Monte, City of : Senior Center	1556 Central Avenue South El Monte, CA 91733
Southeast Area Social Service Funding Authority	10400 Pioneer Boulevard Suite # 9 Santa Fe Springs, CA 90670
Special Services for Groups: Older Adult Division	1730 West Olympic Boulevard Floor 3A Suite 100 Los Angeles, CA 90015
Torrance, City of: Community Services Department, Bartlett Senior Center	1339 Post Avenue. Torrance, CA 90501
Torrance South Bay Family YMCA	2900 West Sepulveda Boulevard Torrance, CA 90505
USC/LA Caregiver Resource Center	3715 McClintock Avenue Los Angeles, CA 90089
Watts Labor Community Action Committee: Bradley Multipurpose Center	10937 South Central Avenue Los Angeles, CA 90059
West Covina, City of	1444 West Garvey Avenue West Covina, CA 91793
Wise & Healthy Aging	1527 4th Street, 2nd Floor Santa Monica, CA 90401
Willowbrook Senior Center (CSS)	12915 South Jarvis Avenue Los Angeles, CA 90401

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EXHIBIT B
(INTENTIONALLY OMITTED)

EXHIBIT C
(INTENTIONALLY OMITTED)

EXHIBIT D (SUBRECIPIENT'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION)

General Certification

In accordance with Los Angeles County Code Section 4.32.010, Subrecipient (that is, "Contractor"), supplier, or vendor 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

Contractor has a written policy statement prohibiting discrimination in all phases of employment.	☐ Yes ☐ No
Contractor periodically conducts a self-analysis or utilization analysis of its workforce.	☐ Yes ☐ No
Contractor has a system for determining if its employment practices are discriminatory against protected groups.	☐ Yes ☐ No
When 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

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

Click here to enter text.

Bidder's Legal Name

Click here to enter text.

Internal Revenue Service Employer Identification Number

Click here to enter text.	Click here to enter text.
Name of Authorized Representative	Title of Authorized Representative
	Click here to enter a date.
Authorized Representative's Signature	Date

EXHIBIT E
(COUNTY'S ADMINISTRATION)

FISCAL YEAR: 2019-20

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@wdacs.lacounty.gov

COUNTY'S CONTRACT MANAGER

Name: Ms. Carol Domingo
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 639-6339
E-Mail Address: cdomingo@wdacs.lacounty.gov

COUNTY'S PROGRAM 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@wdacs.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name: Mr. Paul Goldman
Title: Assistant Director
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 738-2783
E-Mail Address: pgoldman@wdacs.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@wdacs.lacounty.gov

EXHIBIT F
(SUBRECIPIENT'S ADMINISTRATION)

SUBRECIPIENT'S NAME: Click here to enter text.

SUBAWARD NUMBER: Click here to enter text.

DUNS NUMBER: Click here to enter text.

SUBRECIPIENT'S PROJECT MANAGER:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE(S):

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

ADDITIONAL SUBAWARD CONTACTS*:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

BUDGET ANALYST:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

* In addition to the Authorized Representative(s) and Project Manager, this individual(s) will also receive communication and documents include but not limited to the Subaward, Amendment(s), invoicing documents, notices, etc.

INVOICES – AUTHORIZED SIGNER:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Signature: _____

MIS DATA ENTRY PERSONNEL:

Primary Contact

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Secondary Contact

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Effective as of: **Click here to enter a date.**

EXHIBIT G1
(SUBRECIPIENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)

GENERAL INFORMATION

Subrecipient has entered into this Subaward with County of Los Angeles to provide certain Services to County. County requires Subrecipient to sign this Subrecipient Acknowledgement and Confidentiality Agreement.

SUBRECIPIENT ACKNOWLEDGEMENT

Subrecipient understands and agrees that Subrecipient employees, consultants, outsourced vendors and independent contractors ("Subrecipient's Staff") that will provide Services in this Subaward are Subrecipient's sole responsibility. Subrecipient understands and agrees that Subrecipient's Staff must rely exclusively upon Subrecipient for payment of salary and any and all other benefits payable by virtue of Subrecipient's Staff's performance of Work under this Subaward.

Subrecipient understands and agrees that Subrecipient's Staff are not employees of County of Los Angeles for any purpose whatsoever and that Subrecipient's Staff do not have and will not acquire any rights or benefits of any kind from County of Los Angeles by virtue of Subrecipient's Staff's performance of Work under this Subaward. Subrecipient understands and agrees that Subrecipient's Staff will not acquire any rights or benefits from County of Los Angeles pursuant to any agreement between any person or entity and County of Los Angeles.

CONFIDENTIALITY AGREEMENT

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

Subrecipient and Subrecipient's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the Subaward between Subrecipient and County. Subrecipient and Subrecipient's Staff agree to forward all requests for the release of any data or information received to County's Program Manager.

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

Subrecipient and Subrecipient's Staff agree to report any and all violations of this Subrecipient Acknowledgement and Confidentiality Agreement by Subrecipient and Subrecipient's Staff and/or by any other person of whom Subrecipient and Subrecipient's Staff become aware.

Subrecipient and Subrecipient's Staff acknowledge that violation of this Subrecipient Acknowledgement and Confidentiality Agreement may subject Subrecipient and Subrecipient's Staff to civil and/or criminal action and that County may seek all possible legal redress.

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Click here to enter text.	Click here to enter text.
Subrecipient's Name	Subaward Number
Click here to enter text.	Click here to enter text.
Name of Authorized Representative	Title of Authorized Representative
	Click here to enter a date.
Authorized Representative's Signature	Date

EXHIBIT G2
(INTENTIONALLY OMITTED)

EXHIBIT G3
(INTENTIONALLY OMITTED)

EXHIBIT H
(JURY SERVICE ORDINANCE)

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.

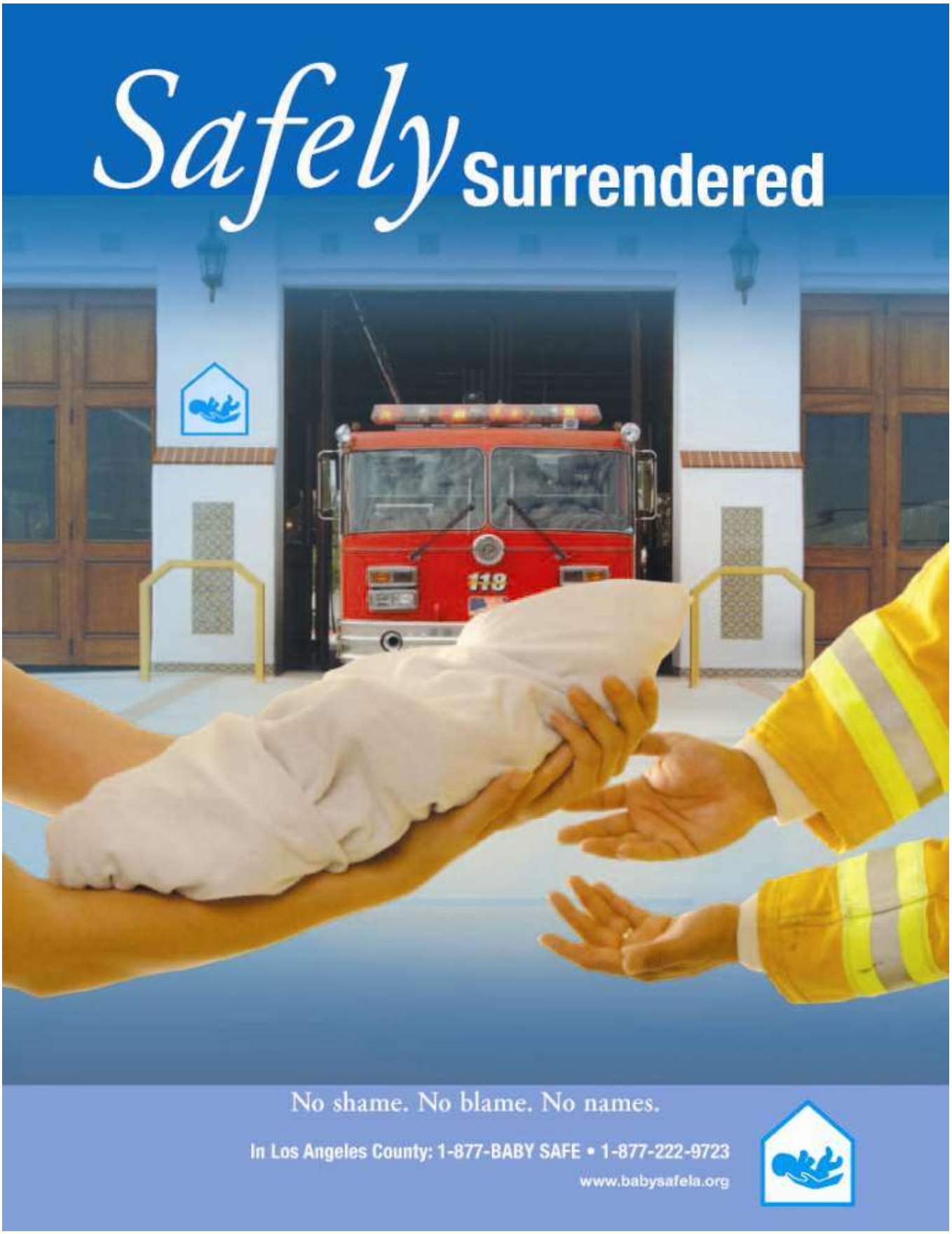
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“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.

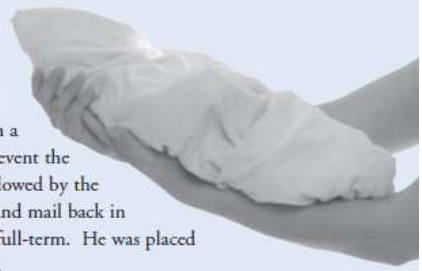
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

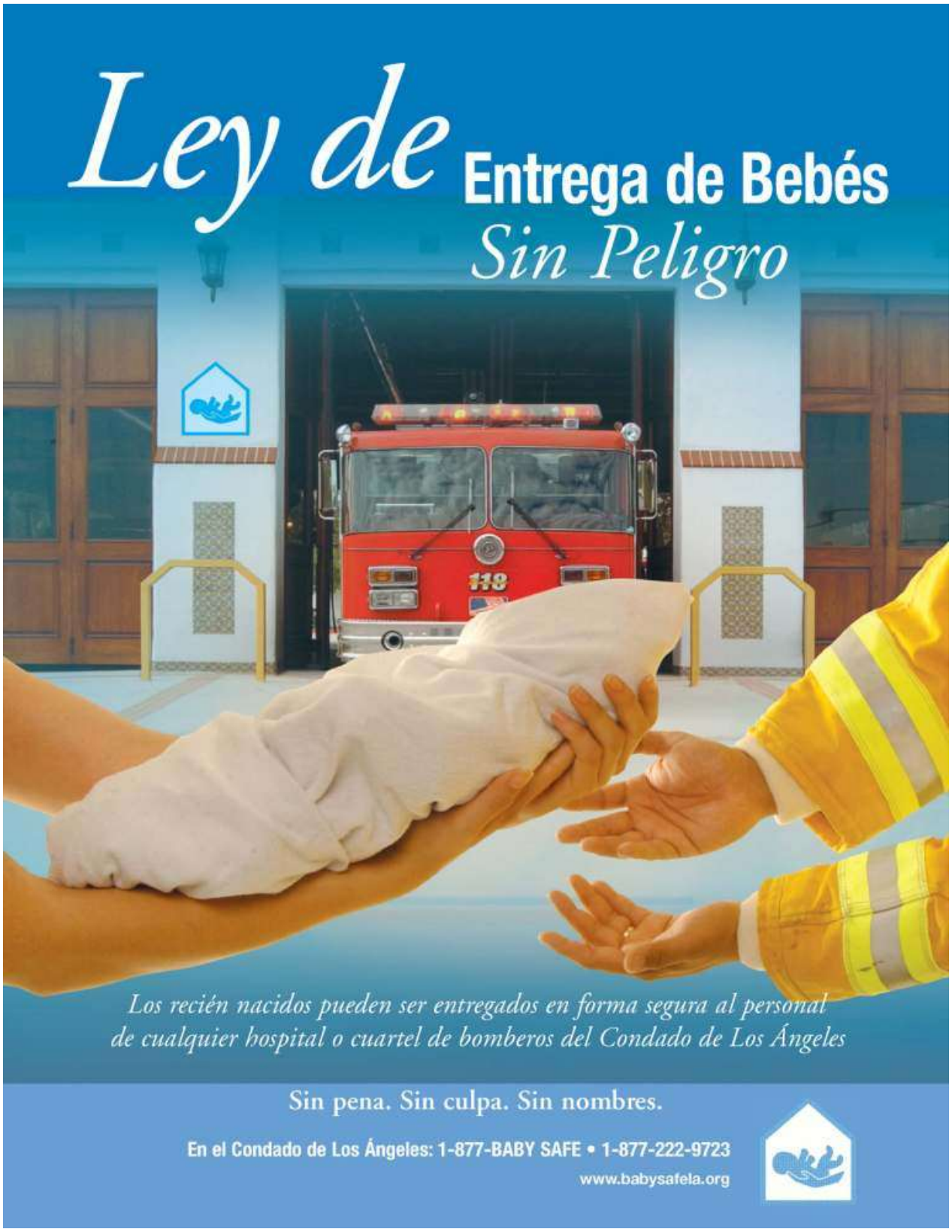
Why is California doing this?

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.


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term “unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity’s applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Privacy Officer at: HIPAA Privacy Unit, County of Los Angeles, Risk Management Branch, 3333 Wilshire Blvd., Suite 820, Los Angeles, California 90010, HIPAA@ceo.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the

Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in

Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or

media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work

Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health

Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services

arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their

respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT 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.

Select the certification below that is applicable to your organization:

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

☐ Subrecipient is registered with the California Registry of Charitable Trusts under the CT number listed below and is in compliance with its registration and reporting requirements under California law. Attached is a copy of Subrecipient's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations Sections 300-301 and Government Code Sections 12585-12586.

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

Click here to enter text.
Subrecipient's Legal Name

Click here to enter text.
Subaward Number

Click here to enter text.
Internal Revenue Service Employer Identification Number

Click here to enter text.
California Registry of Charitable Trusts "CT" number (if applicable)

Click here to enter text.
Name of Authorized Representative

Click here to enter text.
Title of Authorized Representative

Authorized Representative's Signature

Click here to enter a date.
Date

EXHIBIT P
(DEFINITIONS)

Activities of Daily Living (ADLs): Activities that are usually performed for oneself in the course of a normal day including bathing, dressing, grooming, eating, walking, using the telephone, taking medications, and other personal care activities.

Administration for Community Living (ACL): The principal agency of the United States Department of Health and Human Services (formerly known as the Administration on Aging) designated to carry out the provisions of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.). It is dedicated to policy development, planning, and the delivery of supportive home and community-based services to older persons and their caregivers.

Adult Protective Services (APS): Mandated by the State of California, APS is a 24-hour service program, operated locally by each County, designed to investigate all reported at-risk situations without regard to income involving individuals 65 or older and dependent adults (18-64 who are physically or mentally impaired). The types of abuse reported include, but are not limited to, physical, sexual or financial abuse, isolation, neglect, or self-neglect. Referrals are received through the Elder Abuse Hotline or from other entities.

Advocacy: The act of pleading or arguing in favor of something, such as a cause, idea, or policy; or providing active support. In terms of this Contract, advocacy takes the form of Ombudsman Representatives acting on behalf of Client who is not in the position to act on his/her own to assert Client's civil rights and maintain his/her dignity.

Area Agency on Aging (AAA): A public or private non-profit agency or organization that has been designated by a State under the authority of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) to perform functions within the planning and service area established by the State. Such functions include identifying community and social service needs, addressing the concerns of older Americans at the local level and assuring that social and nutritional supports are made available to older people in communities where they live. For purposes of the solicitation and resulting Subaward, references to the AAA shall mean County of Los Angeles AAA, which has been designated by the State of California Department of Aging to serve Planning and Service Area 19.

Area Plan: A document that describes the Area Agency on Aging's (AAA) future activities over the coming four (4) years. In it, the AAA describes its efforts to identify the needs of older adults, adults with disabilities, and their caregivers. The AAA then describes its plan for developing coordinated and accessible home- and community-based systems of care to address community needs and developing services for older adults, adults with disabilities, and their caregivers. It is the framework for how the AAA will deliver Services.

Assessment: A comprehensive and functionally oriented evaluation of a potential Client's situation and needs.

Authorized Representative: The individual who has been given written authorization through a resolution, order, or motion from Subrecipient's governing body to act on behalf of Subrecipient and bind Subrecipient to the Subaward.

Attachment: A document(s) that is included with the Statement of Work as an addition/supplement to the Statement of Work and it forms a part of the Statement of Work (e.g., Attachment 1 (Performance Requirements Summary Chart)).

Board of Supervisors: The governing body of the County of Los Angeles, which is comprised of five (5) Board members. Created by the State legislature in 1852, the Board has executive, legislative and quasi-judicial roles. Its members are elected by voters in their respective supervisorial districts and they're eligible to serve on the Board for up to three (3) four-year terms (i.e., Board members can serve for a maximum term of twelve (12) years).

Budget: A document that provides a detailed representation of Program costs/expenses and funding/revenues. Costs are identified by line items such as personnel, space, travel, etc. Funding is identified by sources such as the Subaward Sums, match contributions, non-match contributions, etc. Therefore the total budgeted costs represent the total cost to operate the Program and the total funding represents the anticipated revenues that will be used to pay for those Program costs.

California Department of Aging (CDA): The principal agency within the State of California government which is responsible for administering programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. CDA administers funds allocated under the Older Americans Act, the Older Californians Act, and through the Medi-Cal program.

Care Plan: Service plan with the Older Individual to mobilize formal and informal resources and services identified in the assessment to meet the needs of the Older Individual (OAA Title I, Section 102(11)(B)(ii)).

Caregiver: A Caregiver is an individual who has the responsibility for the care of an Older Individual, either voluntarily, by contract, by receipt of payment for care, or as a result of the operation of law and means a family member or other individual who provides compensated or uncompensated care on behalf of the individual or public or private agency, organization or institution (OAA Title I, Section 102(18)(B)).

Client: An individual who meets the eligibility requirements outlined in the Statement of Work, receives Program Services, and is counted only once (unduplicated) when determining the total number of unduplicated Clients.

Closeout Report: A written summary of Subrecipient's expenses and accruals incurred through the last day of the Fiscal Year. Subrecipient shall complete and submit this Report in the form and manner as designated by County.

Community Based Organization: An organization of demonstrated effectiveness that is representative of a community or significant segments of a community. The organization must provide social or supportive services to individuals in the community.

Community Focal Point: An agency within the community which has a proven record of providing comprehensive services to older individuals (i.e., multi-purpose senior center). A list of Community Focal Points is provided as part of the Subaward.

Community Outreach: The process of actively providing and disseminating Program information (e.g., long-term care and advocacy information) to the public on available Services for potential Clients

Complaint: An expression of displeasure or a statement of unhappiness/discontent about a situation. The expression may take the form of a verbal or written communication.

Complaint Management System: A written operating procedural manual, which provides guidance on how complaints are received, assigned to Ombudsman Representatives, tracked, followed-up, and resolved.

Contract (Subaward): The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other work. Included are all supplemental agreements amending or extending the Services to be performed.

Contractor (Subrecipient): The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity that has entered into this Subaward with County to perform and execute the Work and Services covered by this Subaward.

County: Unless otherwise specified, it shall mean the County of Los Angeles Workforce Development, Aging and Community Services, which is the County department that has been authorized by the Board of Supervisors to enter into this Subaward on behalf of the County of Los Angeles with Subrecipient.

County Information Assets: Public, confidential, sensitive and/or personal data, records, materials, etc. and include (but are not limited to):

1) Information that is stored in any media form, paper or electronic.
2) Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
3) Personally Identifiable Information (PII) as defined in California Civil Code Section 1798.29(g)

4) Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act of 1996
5) Medical Information (MI) as defined in California Civil Code Section 56.05(j)

County's Business Hours: The time period during which County's operations are open to conduct business; this time period is designated as 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).

County's Compliance Manager: The individual designated by County who is responsible for ensuring that Subrecipient is in compliance with the requirements of the Subaward.

County's Department Head: The individual designated by the Board of Supervisors as the Director of Community and Senior Services who is responsible for overseeing this County of Los Angeles department and who has delegated authority to act on behalf of County of Los Angeles for Subaward-related matters.

County's Contract Manager: The individual designated by County who is responsible for providing direction to Subrecipient (at Subrecipient's request) in areas relating to County policy, information requirements, and procedural requirements; making revisions which do not materially affect the terms and conditions of the Subaward; and, approving Lower Tier Subawards and Lower Tier Subrecipient's employees working on this Subaward.

County's Program Manager: The individual designated by County who is responsible for meeting with Subrecipient's Project Manager on a regular basis and inspecting all tasks, deliverables, goods, Services, and other work provided by Subrecipient.

CRISISline: The Long-Term Care Ombudsman Program telephone service, which is operated by the State of California through its Office of the Long-Term Care Ombudsman; the phone number to access CRISISLine is **1-800-231-4024**. Long-term care facility residents or their family members can file a complaint directly either with the Long-Term Care Ombudsman Program Subrecipient or by calling the CRISISLine. All long-term care facilities are required to post, in a conspicuous location, the phone number for the local Ombudsman office and the Statewide CRISISLine number. This CRISISLine is available 24 hours a day, seven (7) days a week to take calls and refer complaints from residents.

Day(s): Unless otherwise specified, references to a numerical number of days shall mean calendar days which includes the seven (7) days of the week (e.g., Monday through Sunday) as opposed to business days which includes the traditional five-day work week (e.g., Monday-Friday), excluding weekends and holidays.

Disabled Veteran Business Enterprise (DVBE) Vendor: (1) A business which is certified by the State of California as a DVBE; (2) a business which is verified as a service-disabled veteran-owned small business by the Veterans Administration; or (3) a business certified as DVBE with other certifying agencies pursuant to the Department of Consumer

and Business Affairs' inclusion policy that meets the criteria set forth by the agencies in items (1) and (2).

Distinct Part Facilities: These Facilities provide skilled nursing and rehabilitative services on a 24-hour basis for individuals in an acute hospital setting for a short time, generally a maximum of three (3) weeks.

Elder Abuse: Any knowing, intentional or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult. The specificity of laws varies from state to state, but broadly defined, abuse may be physical, financial/fiduciary, psychological/emotional, sexual, exploitation, neglect, self-neglect, and abandonment.

Employee: An individual who is hired and paid by Subrecipient to provide Program Services under the requirements of this Subaward.

Exhibit: A document(s) that is included with this Subaward as an addition/supplement to this Subaward and it forms a part of this Subaward (e.g., Exhibit A (Statement of Work) is an exhibit to the Subaward).

Family Council: An independent, organized group consisting primarily of the residents' family members and friends acting in concert on behalf of the LTC Facility residents.

Fiscal Year (FY): The twelve (12) month period beginning July 1st of the year and ending June 30th of the following year.

Intermediate Care Facilities: These Facilities provide in-patient care to ambulatory or non-ambulatory patients who have recurring need for skilled nursing supervision and need supportive care but do not require availability of continuous skilled nursing care.

Local Small Business Enterprise Vendor: A business which is certified as small by the federal Small Business Administration (SBA) or maintains an active registration as small in the System for Award Management (SAM) data base.

Long-Term Care Facility: A place of residence for individuals who require constant nursing care and have significant deficiencies with activities of daily living. Activities of daily living are defined as the things we normally do, including any daily activity we perform for self-care (such as feeding ourselves, bathing, dressing, grooming), work, homemaking, and leisure. Residents include the elderly and younger adults with physical or mental disabilities. Long-term care facilities include nursing homes (or skilled nursing facilities), residential care facilities for the elderly, intermediate care facilities and assisted living facilities.

Long-Term Care Ombudsman Program: The guiding principles established and authorized by the Older Americans Act (OAA) and the Older Californians Act (OCA) that

outline the course of action for advocating, investigating, and endeavoring to resolve complaints made by, or on behalf of, individual residents in long-term care facilities.

Long-Term Care Ombudsman Program Services: The activities performed by Subrecipient who is responsible for implementing the LTCO Program for the benefit of LTCO Program Clients.

Lower Tier Subaward: The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

Lower Tier Subrecipient: A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

Mandated Program Services: A document that identifies the specific Service Categories and Units of Service that Subrecipient shall provide and the Unit Rate (where applicable) that County will reimburse Subrecipient upon successful delivery of these Services.

Maximum Annual Subaward Sum: Monies that are allocated and reimbursed to Subrecipient on an annual basis in exchange for Subrecipient's provision of Program Services. These monies are contingent upon availability of Federal, State, County, and local funding.

Maximum Subaward Sum: The combined total of all Maximum Annual Subaward Sums to be allocated during the term of this Subaward (where such term may include extensions). This money is contingent upon availability of Federal, State, County, and local funding.

Monitoring Visit: An activity performed by Subrecipient visiting the LTC Facility and reviewing, observing and assessing the LTC Facility.

Multi-Purpose Agency: An agency which provides the Program Services as one of its several primary business purposes.

National Ombudsman Reporting System (NORS): The ombudsman complaint reporting system established in 1995 by the Administration for Community Living (ACL) (formerly known as the Administration on Aging (AoA)). The ACL has mandated all States to collect ombudsman complaint data and report aggregate date to ACL using NORS. NORS data consists of 128 complaint categories divided into five (5) major groups. NORS does not identify individual long-term care facilities or disclose any confidential complaint information.

Normal Business Hours: The time period which is designated as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays).

Office of the State Long-Term Care Ombudsman (OSLTCO): The office established and operated by the California Department of Aging (CDA) to carry out the State LTCO Program, both directly and by contract with Area Agencies on Aging. The OSLTCO performs a variety of functions which are mandated by the Older Americans Act (OAA) and the Older Californians Act (OCA), including but not limited to the following:

- Responsible for activities that promote the development, coordination and utilization of Ombudsman services.
- Establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the State.
- Analyzes data, monitors government actions and provides recommendation pertaining to long-term care facilities and services.
- Periodically updates training procedures for local Area Agencies on Aging who operate LTCO Program and provides them with administrative and technical assistance.

Older Americans Act (OAA): A law enacted by the United States Congress in 1965 in response to concern by policymakers about a lack of community social services for older persons. The original legislation established authority for grants to States for community planning and social services, research and development projects, and personnel training in the field of aging. References to OAA shall mean the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.).

Older Individual: A person who is sixty (60) years of age or older.

Outcome Measures: Determination and evaluation of the results of Program Services and their comparison with the intended Program goals to determine the effectiveness of these Services.

Outreach: Actively providing and disseminating Program information to the public on available Services for potential Clients.

Performance Requirements Summary Chart: An attachment to the Statement of Work, which lists the minimum requirements that Subrecipient shall adhere to, and it reflects some of the performances that will be monitored during the Subaward term. This Chart also lists examples of the types of documents that will be used during monitoring, the standards of performance, the acceptable quality level of performance, and remedies for non-compliance.

Planning and Service Area (PSA): The geographic division of the State as authorized by the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) for the purpose of implementing the objectives of the OAA (which includes planning and providing a broad range of supportive services, nutrition services, adult protective services and long-term care services within such planning and service areas). As such, the geographic boundaries of Los Angeles County (excluding the City of Los Angeles) have been designated by the State as Planning and Service Area 19 (PSA 19).

Program: A system of providing Services, which is designed to meet a social need. For purposes of this Subaward, unless otherwise specified, the Program shall refer to the Long-Term Care Ombudsman Program, which includes the Services and operations reflected in Exhibit A (Statement of Work) for which Subrecipient receives funds under the terms of this Subaward and agrees to provide Services in accordance with relevant Federal, State, and County laws, regulations, and guidelines during the term of this Subaward.

Program Income: Revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

- Voluntary contributions received from Client or other party for Program Services received.
- Income from usage or rental fees of real or personal property acquired with Subaward Sums.
- Royalties received on patents and copyrights from Subaward-supported activities.
- Proceeds from the sale of items created under the Subaward.

Quality Control Plan: A written policy that outlines the actions/methods for monitoring or inspecting the delivery of Services under the Subaward to ensure Subrecipient provides a consistently high level of Service.

Resident Council: An independent group comprised of residents living in LTC Facilities, organized to act on behalf of all residents on issues affecting resident care and life in the Facility.

Residential Care Facilities for the Elderly: These Facilities provide non-medical care and supervision for individuals sixty (60) years of age or older who may need assistance with activities of daily living (ADLs).

Rural: Pursuant to the Administration for Community Living (ACL) (formerly known as the Administration on Aging (AoA)), rural includes any area that is not defined as urban where urban areas comprise: (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

Service(s): The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

Service Category: The specific type or kind of benefit/assistance to be provided to Client in accordance with the Statement of Work. This benefit/assistance is the basis of reimbursement that County will provide to Subrecipient upon Subrecipient's satisfactory deliverance of it.

Service Delivery: Includes those activities associated with the direct provision of a Service which meets the needs of Client.

Single-Purpose Agency: An agency which provides Program Services as its only primary business function

Skilled Nursing Facilities: These Facilities provide 24-hour skilled nursing care, related services, or rehabilitative services on an extended basis for injured, disabled, or sick individuals.

Social Enterprise Vendor: A business that qualifies as an SE and has been in operation for at least one (1) year providing transitional or permanent employment to a transitional workforce or providing social, environmental, and/or human justice services and certified by DCBA as a Social Enterprise.

Sponsored Programs: Business activities that do not have the same or substantially similar Program Services, goals, and objectives as those of the Long-Term Care Ombudsman Program.

Staff: Unless otherwise specified, it is an individual or a group of individuals who are Subrecipient's Employee(s) and Volunteers who provide Services under the requirements of this Subaward.

State: Unless other specified, it shall mean the State of California Department of Aging (CDA).

Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing Subaward Services.

Subaward (Contract): The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other work. Included are all supplemental agreements amending or extending the Services to be performed.

Subaward Document Deliverable(s): An Exhibit, Attachment, form, certificate, license, etc. that is provided by Subrecipient as part of the contracting process.

Subaward Sums: Monies that Subrecipient has been awarded in order to provide the Program Services (i.e., the total amount of grant funds that County will provide to Subrecipient and Subrecipient will use these funds in addition to Subrecipient's own resources to pay for the total Program operating costs).

Subcontract (Lower Tier Subaward): The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

Subcontractor (Lower Tier Subrecipient): A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

Subrecipient: The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity that has entered into this Subaward with County to perform and execute the Work and Services covered by this Subaward.

Subrecipient's Authorized Representative: The individual who has been given written authorization through a resolution, order or motion from Subrecipient's governing body to act on behalf of Subrecipient and bind Subrecipient to this Subaward.

Subrecipient's Project Manager: The individual designated by Subrecipient who is responsible for Subrecipient's day-to-day activities as related to this Subaward. This individual shall meet with County's Program Manager, County's Contract Manager and County's Compliance Manager to ensure that the objectives of this Subaward are met.

Supervision: Overseeing the activities of a person.

Task: The Service or benefit provided to Client, which meets the LTCOP guidelines, as outlined in the Statement of Work, Section 10.0 (Specific Work Requirements).

Unduplicated Client: An individual who meets the eligibility requirements outlined in the Statement of Work, Subsection 1.4 (Client Eligibility) and such individual is counted only once when determining the total number of unduplicated Clients.

Volunteer: An individual who performs hours of service for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation for services rendered. For purposes of this Subaward, Volunteer's time may qualify to be used to meet the match contributions requirement (where applicable).

Volunteer Recruitment: Activities performed by Subrecipient to engage and retain the services of volunteers to serve as State-certified Ombudsman Representatives.

Work: The specific tasks to be performed (or the Services to be provided) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

EXHIBIT Q

(ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)

The purpose of this Exhibit Q is to establish required accounting, financial reporting, and internal control standards for Subrecipient.

The accounting, financial reporting and internal control standards described in this Exhibit Q are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit Q represents the minimum required procedures and controls that must be incorporated into Subrecipient's accounting and financial reporting systems. Subrecipient certifies that throughout the entirety of this Subaward, it shall maintain the required level of staffing as outlined in this Subaward. Therefore the internal control standards described herein are those that apply to Subrecipient's organization and Subrecipient shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Subrecipient's subcontractors must also follow these standards unless otherwise stated in this Subaward.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 <u>Basis of Accounting</u>

Subrecipient shall maintain written financial and accounting procedures which incorporate Generally Accepted Accounting Principles and Subrecipient shall adhere to the requirements set forth therein. Subrecipient may elect to use either the accrual basis or cash basis of accounting during the Fiscal Year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions. All financial reports required by County shall be prepared by Subrecipient using accrual information and shall be submitted as directed by County.

1.1 County recommends the use of the accrual basis for recording financial transactions.

<u>Accrual Basis</u>

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).

<u>Accruals</u>

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If Subrecipient elects to use the cash basis for recording financial transactions during the Fiscal Year:

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

- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Subaward Fiscal Year to the extent goods and Services are received or are applicable to that Fiscal Year.

2.0 Accounting System

Subrecipient shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. Subrecipient shall also maintain a Payroll Register. Postings to the General Ledger and Journals shall be made at least on a monthly basis. Subrecipient shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on Services provided.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

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 Subrecipient's programs (both County and non-County programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- County recommends that Subrecipient use the expense account titles on the monthly invoice submitted to County.

- If Subrecipient uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.

- Subrecipient must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

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

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

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

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

Subrecipient will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Subrecipient Invoices

Subrecipient shall present an invoice to County each calendar month to report the prior month's financial activity of the Program. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the Fiscal Year. An invoice shall be provided to County as required in this Subaward. At the discretion of County, Subrecipient will be required to submit all invoices and supporting documentation through County's Contract Management System - Contractor's Gateway or any other electronic System to be determined by County.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Subrecipient's accounting records or supporting documentation shall be immediately reported to County pursuant to the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), Section III.C (Loss, Destruction or Theft of Assets). Subrecipient shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Exhibit Q. Subrecipient shall prepare a report and submit it to the local law enforcement agency within twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by Subrecipient for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four (4) years, and shall be retained for a longer period in the case of unresolved litigation or audit.

To the extent that automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc., the computer files containing this information must be adequately encrypted using the most current

encryption standards to prevent unauthorized access and use. If the allowability of expenditures cannot be determined because Subrecipient's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in Title 45 Code of Federal Regulations Part 75.302 and Title 2 Code of Federal Regulations Part 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 Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward.

3.2 Supporting Documentation

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to for the Program shall be required to support an outlay of Subaward Sums. Unsupported disbursements will be disallowed upon audit. Subrecipient will be required to repay County for all dollar for dollar disallowed costs. **Photocopied (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent that the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) Subrecipient shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.**

Supporting documentation is required for various types of expenditures. Subrecipients shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided Subrecipient obtains prior written approval of County to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by an employee and approved in writing by a supervisor; time distribution records by Program accounting for total work time on a daily basis for all employees; records showing actual expenditures for Social Security and unemployment insurance; State and Federal quarterly tax returns; Federal W-2 forms; and Federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, Subrecipient's personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – Subawards (detailing the nature and scope of services to be provided), time and attendance records, billing rates, travel vouchers (detailing purpose, time and location of travel), purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. Subrecipient shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – prior, written approval from County's Contract Manager for travel expenses related to providing Services under this Subaward; written travel policies of Subrecipient; travel expense vouchers showing location, date and time of travel, purpose of trip, benefit(s) to the Program and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, Subrecipient shall at a minimum retain conference literature, including but not necessarily limited to, agendas and handouts detailing the purpose of the conference, as part of Subrecipient's documentation of the propriety of the travel expenditure, and its applicability to the Work performed by Subrecipient hereunder.

Reimbursement rates for mileage shall not exceed 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 subawards or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Subrecipient shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. Subrecipient shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, Subrecipient may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses – A vehicle mileage log must be maintained which established the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the Client(s).

Loans from Employees/Related Parties – Loans to Subrecipient by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into Subrecipient bank account. Subrecipient shall also maintain documentation showing that the loan proceeds were actually used for the Program. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under this Subaward. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 <u>Payments to Affiliated Organizations or Persons</u>

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Subrecipient shall complete a disclosure statement identifying the nature of the affiliated, or related organization/ persons. Subrecipient shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair

market price).

Organizations or persons (related parties) related to Subrecipient or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Subaward. County shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or Federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

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

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

3.5 Referencing

Accounting transactions posted to **Subrecipient's** books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on Subrecipient's books be cross-referenced to the supporting documentation as follows:

- Invoices **–** Vender name and date
- Checks **–** Number
- Vouchers **–**Number
- Revenue **–** Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one (1) check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Subaward must be utilized on allowable Subaward expenditures. Similarly, income from investments (e.g., interest or dividends), where the

source of the amount invested is County program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to County.

5.0 Audits

For routine audits and inspections, Subrecipient will make available County and any of its duly Authorized Representatives (including State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), upon request, during County's hours of operation, throughout the duration of this Subaward and for the authorized retention period outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward, all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through County. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, County retains the right to inspect and conduct investigations of Subrecipient's fiscal operations and subaward compliance at any time, without prior notice to Subrecipient seven days a week, when County has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

B. INTERNAL CONTROLS

Internal controls safeguard Subrecipient's assets from misappropriations, misstatements or misuse. Subrecipient shall prepare necessary written procedures establishing internal controls for its staff. Subrecipient shall instruct all of its staff in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Bank Account or Cost Center

All Subaward Sums shall be maintained in a bank account. Subaward Sums shall be used exclusively for Services funded under this Subaward and shall not be commingled with any other monies of Subrecipient. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate bank accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt. Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequences of receipts issued/ voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one (1) day of receipt. Collections of less than $500 may be held, and shall be secured and deposited weekly or when the total reaches $500, whichever occurs first. If Subrecipient can establish that a larger limit is warranted, Subrecipient may request authorization from County to increase the limit to an amount greater than $500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable). Subrecipient shall retain photocopies of County warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in Subrecipient's accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within thirty (30) days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

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

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to “cash” shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over $500, unless otherwise authorized by County in writing. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by Subrecipient (e.g., postage due, small purchases of office supply items, etc.). Subrecipient must obtain prior written approval from County’s Contract Manager to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor

disbursements (under $10), such as parking meters, fee, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both Subrecipient issued credit cards and an employee's personal credit card used on behalf of Subrecipient, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in Subrecipient’s name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by Subrecipient management to ensure that they are reasonable and necessary.

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

3.0 Timekeeping

3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent Subrecipient utilizes electronic timecards and time reports, Subrecipient must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and

time reports are used, Subrecipient's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Subrecipient's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards. Subrecipient shall develop, maintain and adhere to its written personnel policies and procedures, wherein such procedures shall incorporate due process protection according to standard personnel practices.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

3.3 Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.4 Limitations on Positions and Salaries

Subrecipient shall not pay any salaries which are higher than those authorized in this Subaward, or the Exhibits thereto, including this Exhibit Q.

When this Subaward is for **Workforce Innovation and Opportunity Act Program Services**, Subrecipient shall adhere to Public Law 109-234, as provided by the Employment Development Department (EDD) through its issuance of a directive. Subrecipient 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/jobs_and_training/Active_Directives.htm

For purposes of establishing a reasonable level of compensation for Subrecipient's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one subaward or program, time charged to the subawards or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one (1) subaward or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Subrecipient shall not make retroactive salary adjustments for any employee without prior written approval from County's Contract Manager.

3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transaction, or reconciling bank accounts.

All employee hires, terminations or pay rate changes shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Bonding – All officers, employees, and subrecipients who handle cash or have access to Subrecipient's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Subparagraph 8.25 (Insurance Coverage) of this Subaward.

C. COST PRINCIPLES

1.0 Policy

It is the intent of County to provide funds to Subrecipient for the purpose of providing Services required by this Subaward. Subrecipient shall use these Subaward Sums on actual expenses in an economical and efficient manner and shall ensure that these expenditures are reasonable, proper, and necessary costs of providing Services and are allowable in accordance with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.

1.1 Subrecipient is responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available on-line at http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75 and http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1.2 Limitations on Expenditures of Subaward Sums

Subrecipient shall comply with this Subaward and Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. define direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Subrecipient is unsure of the allowability of any particular type of cost or individual cost, Subrecipient should request advance written approval from County's Program Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Subaward, Exhibit A (Statement of Work), this Exhibit Q, and Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., shall be resolved by giving precedence as follows:

- Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.
- Subaward
- Exhibit A (Statement of Work)
- Exhibit Q (Accounting, Administration and Reporting Requirements)

1.3 Expenses Incurred Outside the Subaward Period

Expenses charged against Subaward Sums may not be incurred prior to the effective date of this Subaward, or subsequent to this Subaward's expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Subaward may not be allowable. For example, legal costs incurred while prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Subaward between Subrecipient

and County are not allowable. Expenses charged against Subaward Sums during any Fiscal Year period may not be incurred outside of that Fiscal Year period.

1.4 Budget Limitation

Expenses may not exceed the maximum limits shown on Exhibit W1 (Budget for LTCOP Services OAA Title III B (Supportive Services and Senior Centers Program Authorized)); Exhibit W2 (Budget for LTCOP Services OAA Title VII A Chapter 2 (Ombudsman Programs)); Exhibit W3 (Budget for LTCOP Services OAA Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)); Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs)); Exhibit W5 (Budget for LTCOP Services Long-Term Care Facility Citation Penalty Account-Special Deposit Fund); Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program); and, Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund).

1.5 Unspent Funds

Subrecipient shall return any unspent Subaward Sums to County unless otherwise permitted by this Subaward. In addition, County will determine the disposition of unspent Subaward Sums upon expiration or termination of this Subaward and at the end of each Fiscal Year period.

1.6 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable. These expenditures must clearly evidence a benefit(s) to the Program.

2.0 Allocable Expenses

When Subrecipient provides services in addition to the Services required under this Subaward, Subrecipient shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., Subrecipient 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.

Subrecipient shall maintain documentation or allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Unless otherwise set forth in this Subaward, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of Subrecipient's organization). Examples of direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.

For all employees, other than those employed in general or administrative positions, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one (1) program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees working in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of Subrecipient's organization, and the salaries and expenses of executive officers, personnel administration, and accounting staff.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or Lower Tier Subrecipient payments)

2.3 Acceptable Indirect Cost Allocation Methods

Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

This method can be used when Subrecipient's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	$250,000
Less: Capital Expenditures	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 Subrecipient's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

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

Multiple Base Allocation Method

This method can be used when Subrecipient's major functions benefit from

its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

Negotiated Indirect Cost Rates

Subrecipient has the option of negotiating an indirect cost rate or rates for use on all its Federal programs. Subrecipient must submit a Cost Allocation Plan to the Federal agency providing the majority of funds to Subrecipient's organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If Subrecipient has a Federally approved indirect cost rate, Subrecipient shall submit a copy of the approval letter to County's Compliance Manager upon request.

D. UNALLOWABLE COSTS

Title 45 Code of Federal Regulations Part 75.421 et seq. and Title 2 Code of Federal Regulations Part 200.421 et seq. address 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, Subrecipient shall not use Subaward Sums to repay disallowed costs.

E. REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE

1.0 Subrecipient shall report suspected fraud (including welfare fraud), abuse, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Subrecipient shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any Lower Tier

Subrecipients when that fraud affects its Subaward with County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel
- Favoritism/nepotism in the awarding of County contracts, selection of vendors or hiring of Subrecipient's employees
- Theft or misuse of any funds, resources or equipment
- Falsification of records
- Violation of conflict of interest requirements; etc.

2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Subaward as solely determined by County.

3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website:	www.lacountyfraud.org
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 Subrecipient's non-compliance with the requirements of this Subaward. Areas of Subrecipient's non-compliance include, but are not limited to, the following:

- Subrecipient's Project Manager or other staff not responding to messages/requests from County staff.
- Subrecipient's Project Manager or other staff does not attend trainings/meetings required by County.
- Subrecipient staff changes without prior notification to County.
- Illegal or inappropriate behavior by Subrecipient's staff.
- Subrecipient not submitting reports/documents or maintaining records as required.
- Subrecipient not complying with the quality assurance requirements as specified in this Subaward.

4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Subrecipient's performance of the requirements of this Subaward in addition to being used as the basis for placing Subrecipient on probation, suspending payment, suspending this Subaward, terminating this

Subaward or any other remedies that are available in this Subaward. The UCR may also be used during County's solicitation process to evaluate Subrecipient's past performance on this Subaward in addition to being used when Subrecipient requests a reference from County for purposes of applying for other grants.

EXHIBIT R
(JOINT FUNDING REVENUE DISCLOSURE)

List all revenue provided to Subrecipient on an annual basis (including the Subaward Sums, foundation grants, donations, etc.). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
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GRAND TOTAL OF ALL PAGES	Click here to enter amount.		

Click here to enter text.
Subrecipient's Legal Name

Click here to enter text.
Subaward Number

Click here to enter text.
Name of Preparer (Print)

Click here to enter a date.
Date Prepared

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
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EXHIBIT S
(PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)

I. GOVERNING REGULATIONS AND POLICIES

A. If this Subaward indicates that Subrecipient may purchase Fixed Assets, Non-Fixed Assets and Supplies using Subaward Sums, pursuant to Subparagraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies) of the Subaward, Subrecipient shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Subaward Sums (i.e., Federal, State or County/local monies), Subrecipient shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:

1.0 The requirements of this Exhibit S

2.0 Administrative requirements, procurement standards and cost principles outlined in Title 45 Code of Federal Regulations Part 75 et seq.

3.0 Additional requirements which may be communicated to Subrecipient through County memorandum, directives, Change Notices, Subaward Amendments, etc.

B. Throughout this Exhibit S, references will be made to Title 45 Code of Federal Regulations Part 75 et seq. These references shall mean that Subrecipient shall follow Title 45 Code of Federal Regulations Part 75 et seq. that apply to Subrecipient based on the type of Program being funded through this Subaward (e.g., Area Agency on Aging Programs) and the type of entity that best describes Subrecipient's organization (e.g., non-profit, local government, educational institution, etc.).

C. The requirements outlined in this Section I, herein, are applicable to Fixed Assets and Non-Fixed Assets. When specific requirements related to Supplies are not addressed, Subrecipient shall exercise the same due diligence and care required for the purchase, inventory and disposal of Fixed Assets and Non-Fixed Assets when Subrecipient uses Subaward Sums to purchase Supplies.

D. In the event of any conflict or inconsistency between the requirements established in this Exhibit S and any of the governing Title 45 Code of

Federal Regulations Part 75 et seq., the conflict shall be resolved by giving precedence to the governing Title 45 Code of Federal Regulations Part 75 et seq.

II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

A. Fixed Asset

1.0 A Fixed Asset is an item which has all of the following attributes:

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments, improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. used to conduct business under this Subaward and are not consumed/sold during the normal course of Subrecipient's business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

1.2 Has a normal useful life of at least one (1) year and has a unit acquisition cost that is $5,000 or more.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical

pieces of equipment, which cost $3,000 each, totaling $12,000 would not meet the $5,000 unit acquisition cost threshold.

1.3 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s) for the same/similar purpose as this Subaward. Such purchases must be allowable and allocable under the requirements of this Subaward. For purposes of this Subaward, a Predecessor Agreement(s) shall mean a subaward between County and Subrecipient that was executed prior to this Subaward for the same/similar Program Services as this Subaward, and such subaward has expired or terminated.

2.0 Must be ordered or purchased no later than May 31st of the Fiscal Year.

B. Non-Fixed Asset

1.0 A Non-Fixed Asset is an item which has all of the following attributes:

1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Subsection II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc. used to conduct business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

1.2 Has a normal useful life of over one (1) year and has a unit acquisition cost that is less than $5,000 but is at least $500.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals

are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost $3,000 each, totaling $12,000 would meet the requirements for the unit acquisition cost described herein.

1.3 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

1.4 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

1.5 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Subaward.

1.6 Must be ordered or purchased no later than May 31st of the Fiscal Year.

2.0 Whatever amount is approved for the equipment must be the same amount that's reflected on the Budget.

3.0 You must submit a minimum of three (3) bids when requesting approval for equipment.

C. Usage of the Term "Assets"

1.0 Throughout the entirety of this Exhibit S, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in

Subsection II.A (Fixed Asset), herein, and Subsection II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term “Assets” shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter “Assets”).

D. Types of Assets

1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.

1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.

1.2 Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (“HVAC”) system added to an existing building, etc.

2.0 Improvements and Betterments are products that typically do not increase the physical size of the unit.

2.1 Requirements for Area Agency on Aging Programs

2.1.1 Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, lower operating costs, etc.).

2.1.2 An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Subsection II.A (Fixed Asset), herein.

2.1.3 Examples of Fixed Assets that might be improved or bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets

and sidewalks, drainage and lighting systems, etc.

3.0 Intangible Property is an item which lacks physical substance but gives valuable rights to the owner; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

3.1 The acquisition cost of the Intangible Property includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical Intangible Property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.

3.2 Examples of Intangible Property include patents, copyrights, leases, computer software, etc.

4.0 Hardware consists of tangible equipment including computers, printers, terminals, etc.; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

E. Supplies

1.0 Supplies are items which have all of the following attributes:

1.1 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils, printer cartridges, file folders, etc. (i.e., Supplies are items which are used in such a way that once used, they cannot be re-used or recovered afterward).

1.2 Have a unit acquisition cost that is less than $500.

1.3 Are necessary for Subrecipient to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.

1.4 Are either purchased with Subaward Sums and/or were acquired by Subrecipient under a Predecessor Agreement(s).

III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

A. The following requirements are applicable to both Assets and Supplies. In some areas, the requirements are only applicable to Assets; however, Subrecipient shall exercise due diligence in the use

and maintenance of Supplies when specific requirements related to Supplies are not addressed.

B. Management of Assets and Supplies

1.0 To prevent misuse, destruction or theft, Subrecipient shall exercise due diligence in its care, use, maintenance, protection and preservation of all Assets and Supplies.

2.0 During the entire term of this Subaward, Subrecipient is responsible for the replacement or repair of Assets until Subrecipient has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.

3.0 Subrecipient shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

4.0 Subrecipient shall use Assets and Supplies for the purpose for which they are intended under this Subaward. When no longer needed for that purpose, Subrecipient shall treat them as prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.

5.0 Subrecipient may share use of Assets or allow use by other programs upon prior written approval of County. As a condition of approval, County may require payment under this Subaward for that use.

C. Loss, Destruction or Theft of Assets

1.0 Subrecipient shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Subrecipient shall report such loss, destruction or theft as follows:

1.1 Subrecipient shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.

1.2 Subrecipient shall notify County's Contract Manager by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Subrecipient shall prepare an Incident

Report, as described below, which shall be provided to County's Contract Manager.

1.3 Incident Report

1.3.1 At a minimum, Subrecipient's Incident Report of such loss shall contain the following elements:

1.3.1.1 Identification of the Asset(s)

1.3.1.2 Recorded value(s) of each Asset

1.3.1.3 Facts relating to the crime

1.3.1.4 A copy of the police report, where appropriate

1.3.2 Subrecipient shall retain the Incident Report pursuant to the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

2.0 Subrecipient agrees to indemnify County for any loss resulting from the use of any Assets.

IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

A. Any Asset purchased with the Federal portion of Subaward Sums, if any, and/or with Subrecipient's required matching contributions may not be depreciated or capitalized.

B. Any Asset purchased with the non-Federal portion of Subaward Sums, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Subrecipient's acquisition policies.

C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).

2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County

governments and the cost of buildings and land contributed by Subrecipient to satisfy funding matching requirements.

3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.

4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by Subrecipient.

V. TITLE TO ASSETS

A. Assets Purchased with Subaward Sums

1.0 Unless otherwise required by Federal or State laws or regulations, or as agreed upon in writing by the parties, Assets remain the property of County until such time as County approves the final disposition of the Assets (i.e., County retains title to all Assets used in the performance of this Subaward).

B. Assets Purchased Under a Predecessor Agreement(s)

1.0 Unless otherwise required by Federal or State laws or regulations or as agreed upon in writing by the parties, Assets purchased under a Predecessor Agreement(s) remain the property of County until such time as County approves the final disposition of these Assets (i.e., County retains title to all Assets purchased under a Predecessor Agreement(s)).

C. Title to Vehicles

1.0 County retains title to vehicles that are purchased with Subaward Sums. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.

2.0 Vehicles shall be registered only in the name of Subrecipient. Such registration applies to all vehicles which are purchased with Subaward Sums as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.

D. Throughout the entire term of this Subaward, Subrecipient shall adhere to the following:

1.0 Subrecipient shall provide current, ongoing and adequate insurance covering all vehicle drivers pursuant to Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of the Subaward.

2.0 Subrecipient shall ensure that each vehicle driver has a current, valid California driver's license.

VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

A. Necessary Prior Approval to Purchase Assets for Area Agency on Aging Programs

1.0 Prior to purchasing or acquiring any Assets, Subrecipient must receive written approval from County authorizing the purchase when Subrecipient will use any amount of Subaward Sums to purchase the Asset. Prior approval is also required for the following:

1.1 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

1.2 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

2.0 Prior approval is not required for the purchase of Supplies. However, Subrecipient shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with Title 45 Code of Federal Regulations Part 75 et seq.

3.0 Subrecipient shall submit a written request to County's Contract Manager to request authorization to purchase such Asset. Subrecipient shall submit this written request at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Asset.

4.0 Upon receiving written approval from County, Subrecipient

shall ensure that all Asset purchases are also approved in writing by Subrecipient's Board of Directors or its Authorized Representative, before the Asset is purchased.

5.0 County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Asset. Once all written approvals have been received, Subrecipient shall then include the Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Subrecipient intends to purchase an item which costs $475 and Subrecipient will use $475 of Subaward Sums to purchase this item, prior approval is not required.

6.2 If Subrecipient intends to purchase an item, which costs $550 and Subrecipient will use $500 of Subaward Sums to purchase this item, prior written approval is required.

VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

A. Necessary Prior Approval to Dispose of Assets for Area Agency on Aging Programs

1.0 Subrecipient shall obtain prior written approval from County (and State) in order to sell, trade-in, discard, or transfer to another entity any Asset with a unit acquisition cost of at least $500 and/or any item which meets the standards outlined in the Subaward pertaining to Information Technology. Subrecipient shall not dispose of any Asset or Information Technology product unless/until Subrecipient receives such written approval.

2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval, and Subrecipient shall adhere to all County and State requirements for the disposal of these Assets/Information Technology product.

3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any

information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality) of the Subaward, Exhibit G1 (Subrecipient 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 Subaward.

4.0 Upon receipt of written approval from County, Subrecipient shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

C. Necessary Prior Approval to Use Program Income from Sales Revenue

1.0 Subrecipient shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

2.0 Subrecipient shall contact County's Program Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the use of such Program Income.

VIII. PURCHASE REQUIREMENTS FOR ASSETS

A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise due diligence in the purchase of Supplies when specific requirements related to Supplies are not addressed.

B. Cost Requirements

1.0 Subrecipient shall perform a cost or price analysis prior to the purchase of an Asset.

1.1 A cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability and allowability. Subrecipient shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in Title 45 Code of Federal Regulations Part 75 et seq.

1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.

2.0 Subrecipient shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.

3.0 Subrecipient shall avoid purchasing unnecessary or duplicative items. Subrecipient shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).

4.0 Subrecipient shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Subrecipient as well as any charges for taxes, delivery/shipping, etc.

5.0 Subrecipient shall only charge the true actual cost of the Asset to this Subaward. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Subaward shall not be charged by Subrecipient to another grant, program or contract.

C. Competitive Procurement

1.0 Subrecipient shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in Title 45 Code of Federal Regulations Part 75 et seq.

2.0 Subrecipient shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.

3.0 Subrecipient shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.

4.0 Subrecipient or Subrecipient's agent who develops or drafts specifications, requirements, statements of work, invitation for

bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.

5.0 Subrecipient shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.

6.0 Sole Source Procurement (Non-competitive Procurement)

6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.

6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in Title 45 Code of Federal Regulations Part 75 et seq. and at least one (1) of the following applies:

6.2.1 The Asset is available only from a single source/vendor.

6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.

6.2.3 County provides written authorization for non-competitive procurement of the Asset.

6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.

6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.

7.0 Subrecipient shall ensure that solicitations for Assets provide:

7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.

7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.

7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.

7.4 Description of specific features of “brand name” products or an equivalent that bidders are required to meet when such items are included in the solicitation.

7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.

7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.

8.0 Subrecipient shall make an effort to utilize small businesses, minority-owned firms and women’s business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Title 45 Code of Federal Regulations Part 75 et seq.

D. Procurement Instrument

1.0 Subrecipient shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price subawards, cost reimbursable subawards, etc.

2.0 Subrecipient shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.

3.0 “Cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.

E. Documentation Requirements

1.0 Subrecipient shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).

2.0 Subrecipient shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).

3.0 Subrecipient shall maintain documentation of its cost/price analysis and any sole source procurement.

4.0 Subrecipient's Budget

4.1 Subrecipient shall report Assets purchased with Subaward Sums on the Budget. Prior to reporting Assets on the Budget, Subrecipient shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.

4.2 Assets purchased by Subrecipient shall match the Assets reported on the Budget.

4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Subrecipient shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.

4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Subrecipient shall submit a Budget Modification to County's Contract Manager before the end of the Fiscal Year pursuant to Subparagraph 9.9 (Modifications) of the Subaward.

5.0 Additional Documentation Requirements for Area Agency on Aging Programs

5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to Area Agency on Aging Programs:

5.1.1 Subrecipient shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.

5.1.2 The supporting documents shall be submitted to County's Contract Manager at the same time that Subrecipient submits its invoice to County for the Asset.

F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.

G. Assets purchased either wholly with the Federal share of Subaward Sums and/or with any required Subrecipient matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR ASSETS

A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise reasonable care in the maintenance and tracking of Supplies.

B. Asset Bar Code Identification Tags

1.0 Subrecipient shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.

2.0 Subrecipient shall notify County's Contract Manager to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Subrecipient shall provide County full access to these Assets so that County can affix the tags on each Asset.

C. Inventory Tracking

1.0 Every two (2) years, or more frequently as requested by County, Subrecipient shall conduct a physical inventory of all Assets and shall document its activities. Subrecipient shall reconcile the results with Subrecipient's Asset accounting and inventory records.

2.0 Subrecipient shall investigate any difference(s) between quantities determined by the physical inspection and those shown in the accounting and inventory records to determine the causes of the difference(s).

3.0 As part of its inventory tracking, Subrecipient shall verify the existence, current utilization and continued need for Assets.

4.0 Subrecipient shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Subrecipient shall remove these Assets from its accounting and inventory records.

Subrecipient shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

D. Inventory Reporting Using the Inventory Control Form and/or Inventory Letter

1.0 Annually, Subrecipient shall prepare a written report of all Assets, and shall submit such report to County's Contract Manager using the information provided herein.

1.1 Reporting Cumulative Assets

1.1.1 At the beginning of each Fiscal Year, Subrecipient shall prepare a cumulative report of all Assets which are currently in Subrecipient's possession. In the event that Subrecipient has properly disposed of Assets (according to the procedures outlined in this Exhibit S) then Subrecipient shall exclude those disposed Assets from this cumulative inventory report. Subrecipient shall use Exhibit T (Inventory Control Form), as described in Subsection 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, Subrecipient shall complete its report of all Assets purchased during that Fiscal Year (please refer to Appendix C (Sample Subaward) for additional details on the Closeout process).

1.2.2 During any Fiscal Year in which Subrecipient does not purchase any Assets, Subrecipient 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, Subrecipient shall complete Exhibit T (Inventory Control Form) to report its Assets and shall submit it to County's Contract Manager.

2.2 Subrecipient 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 Subrecipient 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 Subrecipient shall ensure that the information on the supporting records match the information reported on the Inventory Control Form.

2.5 Subrecipient 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 Subrecipient to dispose of (i.e., Subrecipient shall report all Assets on the Inventory Control Form until the final disposition procedures have been completed for each Asset).

2.6 If Subrecipient has multiple subawards with County, Subrecipient shall use a separate Inventory Control Form to report Assets for each subaward.

3.0 Inventory Letter

3.1 On an annual basis or more frequently as requested by County, Subrecipient shall prepare the Inventory Letter, and shall submit it to County's Contract Manager. The Inventory Letter shall adhere to the following:

3.1.1 It shall indicate that no Fixed or Non-Fixed Assets were purchased using Subaward Sums

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 Subrecipient's name, Subaward number and the name of the Program.

3.1.3 If Subrecipient has multiple Program components, Subrecipient shall prepare a separate Inventory Letter to report that no Assets were purchased for each Program component. For purposes of this Subaward, the Program component is defined as the Work to be provided under this Subaward 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 Subaward Sums.

3.1.4 The Inventory Letter shall be signed and dated by Subrecipient's Authorized Representative.

X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

A. The following requirements are applicable to both Assets and Supplies. Additionally, Subrecipient shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Subrecipient shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant to Section VII (Approval Requirements for Disposing of Assets), herein.

B. Consistent with Federal and State regulations, Subrecipient may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in Title 45 Code of Federal Regulations Part 75 et seq.

C. For purposes of this Exhibit S, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.

D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.

1.0 Salvage items include Assets which are obsolete, broken or irreparable.

2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Subaward, termination of the Program, dissolution of Subrecipient's operations, or other similar circumstances.

3.0 Subrecipient may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:

3.1 Only after the Assets have first been offered to and declined in writing by County.

3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Subrecipient. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Subrecipient employees; Subrecipient employees' family members; entities that conduct business or have a relationship with Subrecipient; Clients; etc.

E. Disposition of Assets upon Dissolution of Subrecipient's Operations, Expiration or Termination of Subaward or Termination of Program

1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:

1.1 After dissolution of Subrecipient's operations

1.2 Upon expiration or termination of this Subaward

1.3 When the Program, for which Assets were purchased, has ended

2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.

3.0 Subrecipient shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Contract Manager within the timeframe designated by County.

4.0 County reserves the right to require Subrecipient to transfer such Assets to another entity, including, but not limited to, State, County or another subrecipient.

5.0 To exercise the right referenced in Subsection X.E.4.0, herein, County will issue specific written disposition instructions to Subrecipient no later than ninety (90) days after expiration or termination of this Subaward, notification of Subrecipient's dissolution or termination of the Program.

F. Supplies

1.0 Subrecipient shall compensate County for its share of the residual inventory of unused Supplies if the residual or current fair market value of the inventory exceeds $500 or more in the aggregate when the items are no longer needed for either the Program or another Federally-funded program.

2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

G. Current Fair Market Value

1.0 Subrecipient shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.

2.0 Subrecipient shall use one (1) or more of the following methods/resources to determine the current fair market value of an Asset:

2.1 Orion Computer Blue Book

2.2 Professional or expert appraisal

2.3 Public advertisement

2.4 Industry quotation

2.5 Other similar methods/resources

H. Sale of Assets

1.0 After receiving written approval from County for this action, Subrecipient may sell Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.

2.0 Subrecipient shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.

3.0 Subrecipient shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Subrecipient may be required to reimburse County for the revenue that is earned pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

4.0 After the sale of an Asset, Subrecipient shall prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.

5.0 Subrecipient shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

I. Transfer of Assets

1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.

2.0 Subrecipient shall transfer Assets according to this order:

2.1 To another program providing the same or similar service as that provided under this Subaward.

2.2 To a Federally or State-funded program.

3.0 After the transfer of an Asset, Subrecipient shall prepare an updated Inventory Control Form and shall submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.

4.0 Subrecipient shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Subrecipient shall forward copies of these receipts to

County's Contract Manager along with the completed Inventory Control Form.

J. Donation of Assets

1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.

2.0 To donate Assets, Subrecipient shall:

2.1 Prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.

2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

2.3 Obtain liability waiver(s) for donated items. Subrecipient shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:

2.3.1 Names and addresses of Subrecipient and recipient organization.

2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.

2.3.3 Date when donation was received by recipient organization.

2.3.4 Certification statement to be attested to by recipient organization releasing Subrecipient from all liability for the donated Asset(s).

2.3.5 Name, signature and title of the recipient organization's authorized representative.

XI. NON-COMPLIANCE WITH PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS

A. Subrecipient shall be under a continuing obligation throughout the entire term of this Subaward to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in Title 45 Code of Federal Regulations Part 75 et seq.

B. Subrecipient's non-compliance with these requirements shall subject Subrecipient to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Subparagraph 9.19 (Remedies for Non-Compliance) of the Subaward. County may also impose the following remedies as warranted by the non-compliance:

1.0 Disallow the cost for Assets purchased without prior written approval

2.0 Require Subrecipient to remit payment for Assets which are not properly disposed or inventoried

3.0 Remove those Assets from Subrecipient which are not properly maintained pursuant to the requirements outlined herein.

XII. RECORDKEEPING

A. Subrecipient shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

B. Subrecipient shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.

EXHIBIT T
(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
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter	Click here to enter a date.	Click here to enter a date.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter	Click here to enter a date.	Click here to enter a date.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter	Click here to enter a date.	Click here to enter a date.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter	Click here to enter a date.	Click here to enter a date.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter	Click here to enter a date.	Click here to enter a date.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter	Click here to enter a date.	Click here to enter a date.	Click here to enter text.	Click here to enter text.

I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this Exhibit is correct to the best of my knowledge, and all purchases were made in accordance with the conditions of the Subaward and are in compliance with Federal, State and County regulations.

Click here to enter text.
Subrecipient's Legal Name

Click here to enter text.
Subaward Number

Click here to enter text.
Program Services

Click here to enter text.
Fiscal Year

Click here to enter text. Click here to enter text.
Name of Preparer Completing Exhibit Phone Number

Click here to enter text.
Title

Click here to enter text.
Name of Authorized Representative

Click here to enter text.
Title of Authorized Representative

Authorized Representative's Signature

Click here to enter a date.
Date

*** 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)

Select the certification below that is applicable to Subrecipient's (that is, Contractor's) organization:

☐ Contractor is familiar with the terms of the Los Angeles County Code Chapter 2.206 (Defaulted Property Tax Reduction Program). 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. Contractor agrees to comply with County's Defaulted Property Tax Reduction Program during the term of Subaward (that is, Contract).

☐ Contractor 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:

Click here to enter text.

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

Click here to enter text.
Subrecipient's Legal Name

Click here to enter text.
Title of Program Services

Click here to enter text.	Click here to enter text.
Name of Authorized Representative	Title of Authorized Representative
	Click here to enter a date.
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 Subaward. County has implemented the System and Subrecipient 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. Subrecipient 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. Subrecipient's non-compliance with these policies may subject Subrecipient to denial of access to the System, suspension of payment(s), termination of this Subaward, and/or other actions which County may take at its sole discretion.

3.0 System Access and Control

3.1. Subrecipient 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. Subrecipient 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 Subrecipient 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 Subrecipient 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. Subrecipient 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 Subrecipient 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 Subrecipient 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. Subrecipient 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. Subrecipient shall designate Subrecipient Employees (Users) who shall be responsible for operating the System on Subrecipient's behalf.

5.1.2. For purposes of this Terms and Conditions of Use, a Subrecipient Employee is defined as a staff member on Subrecipient's payroll who works on this Subaward.

5.1.3. Subrecipient shall obtain prior approval from County to designate an account for each User who accesses the System. Subrecipient 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. Subrecipient 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 Subaward documents and agency information.

5.2.2.2. Administrative User: A User who can access the System to view all Subaward documents and agency information, submit Subaward documents to County, update Subrecipient'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. Subrecipient 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. Subrecipient shall designate at least one (1) Administrative User at the level of Subrecipient's Project Director.

5.4.2. Subrecipient shall designate at least one (1) User who has delegated authority to execute this Subaward. 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 Subaward Document Deliverables (e.g., insurance certificates, business licenses, permits, etc.).

5.5. Requesting User Accounts

5.5.1. Subrecipient shall obtain prior approval from County in order to establish User accounts in the System. Subrecipient shall follow these general guidelines to obtain County's approval:

5.5.1.1. Subrecipient 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. Subrecipient shall provide the Employee with the User Acknowledgement Agreement, and the Employee shall read and complete the form. Subrecipient's Authorized Representative shall review and sign the form. Subrecipient shall ensure that the User Acknowledgement Agreement is completed for each Employee that will receive a User account.

5.5.1.3. Subrecipient shall ensure that the completed User Acknowledgement Agreement is attached/saved in the System as a Subaward 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. Subrecipient shall create a profile for each User in the System.

5.5.1.5. Upon County's receipt of the User profile submitted by Subrecipient, County will review User's profile and Employee's completed User Acknowledgement Agreement.

5.5.1.6. County will inform Subrecipient whether the User account has been approved or rejected.

5.5.2. Approved and Rejected User Accounts

5.5.2.1. Upon approval of Subrecipient'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 Subrecipient's request for a User account, County will follow-up with Subrecipient to discuss the reason(s) for rejecting Subrecipient's request for a User account.

5.5.3. Subrecipient's Assurances Upon Creating User Accounts

5.5.3.1. Subrecipient is responsible for the conduct of all Users who access and utilize the System. Subrecipient shall ensure that Subrecipient 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. Subrecipient shall ensure that each User's copy of the User Acknowledgement Agreement forms are saved in the System as a Subaward Document Deliverable. Subrecipient shall not delete any User Acknowledgement Agreement forms from the System without County's written prior approval.

5.5.3.3. Subrecipient 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 Subrecipient.

5.6. User Name and Password

5.6.1. Subrecipient 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. Subrecipient 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 Subrecipient or User's responsibilities change), Subrecipient'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. Subrecipient shall update User account profiles in the System by removing a User's account once that User is no longer an Employee on this Subaward.

5.7.3. New Employees/Users

5.7.3.1. When Subrecipient determines that a new Employee shall receive a User account, Subrecipient 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, Subrecipient 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. Subrecipient shall regularly review all User account information to ensure accuracy and completeness. Subrecipient shall ensure that updates are completed whenever administrative changes occur.

5.7.5. If County determines at its own discretion that Subrecipient is creating or removing User accounts too frequently then County shall take appropriate measures to investigate and remedy these occurrences. Upon County's request, Subrecipient 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. Subrecipient shall ensure that Subrecipient and Users adhere to all policy updates as well as any new procedures for using System enhancements.

6.3. Data Integrity

6.3.1. Subrecipient 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. Subrecipient'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 Subaward (or Amendments), request for Subaward Document Deliverables, notification of expired Subaward Compliance Document Deliverables, etc.

6.4.2. Subrecipient 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 Subaward-County) in this Subaward and Exhibit E (County's Administration).

Subrecipient 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 Subaward-Subrecipient) and Paragraph 8.34 (Notices) of this Subaward, Subrecipient shall designate its authorized staff by using Exhibit F (Subrecipient's Administration). Further, Subrecipient shall initiate any changes in its staff, including those listed on Exhibit F (Subrecipient's Administration), by giving written notice to County.

6.5.2. When changes to Subrecipient's staff, address or other items requiring written notice are necessary, Subrecipient shall:

6.5.2.1. Adhere to the requirements outlined in Paragraph 8.34 (Notices) of this Subaward.

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 Subrecipient from adhering to the requirements for providing proper written notice to County when changes occur in Subrecipient'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 Subrecipient's access to and use of County's information technology resources (i.e., System, e-mails, Subrecipient-generated data files, etc.). If evidence of abuse or negligence is identified, County will take the appropriate actions to remedy any areas of Subrecipient'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 Subrecipient'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. Subrecipient 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. Subrecipient 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@wdacs.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@wdacs.lacounty.gov.

8.2.3. County will follow-up on requests for assistance from Subrecipient 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 LTCOP SERVICES OAA TITLE III B (SUPPORTIVE SERVICES AND SENIOR CENTERS PROGRAM AUTHORIZED))

Program Services: Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SUPERVISORIAL DISTRICT	(B) MAXIMUM ANNUAL SUBAWARD SUM (MASS) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING AMOUNT (B+C+D+E) (3)
		(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	
		CASH	IN-KIND	CASH	IN-KIND		
1							$ -
2							$ -
3							$ -
4							$ -
5							$ -
Equipment							$ -
GRAND TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COUNTY USE ONLY	
Assigned Program Analyst **(Equipment Purchases Only)**	
Assigned Contract Analyst:	

NOTE:

(1) Enter the MASS for each Supervisorial District to be served. The MASS for each Supervisorial District shall match the Total MASS reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(2) Enter the SF for each Supervisorial District to be served. The SF for each Supervisorial District shall match the Total SF reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(3) The Grand Total Funding Amount under column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in the Mandated Program Services, Section I (Service Unit Summary), column (F) Total.

Program Services: **Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Staff))				**[Enter Indirect]**	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Individual, other than Ombudsman Representative, who is employed by Subrecipient.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
[Enter title]												

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Ombudsman Representatives))				[Enter Indirect]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Ombudsman Representative is an individual who carries out the objectives of the Long-Term Care Ombudsman Program (LTCOP) and provides LTCOP Services to clients. Include all paid Ombudsman Representative staff in this Section.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

III. BUDGET DETAIL - VOLUNTEERS (1)

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)						[Complete as needed]	[Complete as needed]	$ -	$0
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): Volunteers listed here do not include the Volunteer Ombudsman Representatives.

(2): When using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match contribution (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 only $750 of volunteer services will be counted toward meeting the overall match contribution requirement).

Program Services: Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IV. BUDGET DETAIL - VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)

(A) POSITION TITLE (1)	(B) NO. OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL COSTS (B*C*D)	(G) MASS (1) CASH OTHER	SF (H) MATCH (1) CASH	SF (H) MATCH (2) IN-KIND	SF (I) NON-MATCH (1) CASH	SF (I) NON-MATCH (2) IN-KIND	SF (J) PROGRAM INCOME (1) CASH	(K) TOTAL FUNDING AMOUNT (G+H+I+J)	(L) VARIANCE (F - K)
DIRECT													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
TOTAL DIRECT VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT													
Indirect Costs (Volunteers (Ombudsman Representatives))					[Enter Indirect]	(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?													
GRAND TOTAL													
GRAND TOTAL VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column G (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

V. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VI. BUDGET DETAIL - VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses (Ombudsman Representatives))					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VII. BUDGET DETAIL - LOWER TIER SUBAWARDS

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (2)	SF (G) MATCH		SF (H) NON-MATCH		SF (I) PROGRAM INCOME	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Lower Tier Subawards)					(3)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Use this Budget Detail to report lower tier subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information reported here shall match the information reflected on Exhibit Y (List of Lower Tier Subawards).

Subrecipient shall obtain prior written approval as to form from County before executing and/or commencing the Lower Tier Subaward(s) and/or its amendment(s).

(2) County shall not reimburse Subrecipient for any costs associated with Lower Tier Subaward(s) unless/until the Lower Tier Subaward(s) and/or its amendment(s) has been reviewed and approved as to form by County, and has been fully executed by Subrecipient and Lower Tier Subrecipient.

(3): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VIII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, when any portion of the total cost for that space will be funded by MASS.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IX. BUDGET DETAIL - EQUIPMENT PURCHASES

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
TOTAL DIRECT EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Equipment Purchases)						[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
GRAND TOTAL												
GRAND TOTAL EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior written approval is needed for:

- **all Equipment purchases funded by MASS**
- **all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones)**
- **all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives)**

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using MASS and no later than March 31st of the Fiscal Year and must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget must be the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) MASS shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

Program Services: Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

X. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
Equipment (Lease/ Maintenance/ Repairs)												
Equipment (Lease/ Maintenance/ Repairs)												
(3)												

(3)												
(3)												
(3)												
(3)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(4)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): Subrecipient shall obtain prior written approval from County to utilize MASS for Travel (Out of County).

(3): If applicable, enter a description of an other cost that is not provided in the list of values reflected in the drop-down menu. These costs must meet the requirements for being reasonable, necessary, and allowable as provided in the Subaward.

(4): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

XI. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS			(C) FUNDING CATEGORIES			(D) FUNDING		
			Total Budgeted Costs	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)				Total Budgeted Funding	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)
DIRECT											
1	Personnel (Staff)	**Cash Other (MASS)**	$ -			1	MASS	**Cash Other (MASS)**	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
2	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
3	Volunteers	In-Kind (SF)	$ -								
4	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
5	Volunteer Expenses	**Cash Other (MASS)**	$ -			2	Match	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
6	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
7	Lower Tier Subawards	**Cash Other (MASS)**	$ -					In-Kind (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								

(A) COST CATEGORIES			(B) COSTS			(C) FUNDING CATEGORIES			(D) FUNDING		
			Total Budgeted Costs	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)				Total Budgeted Funding	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)
8	Space	**Cash Other (MASS)**	**$ -**			3	Non-Match	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
9	Equipment Purchases	**Cash Other (MASS)**	**$ -**					In-Kind (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
10	Other Costs	**Cash Other (MASS)**	**$ -**			4	Program Income	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
11	Subtotal Direct Costs	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**	5	**Subtotal Funding for Direct Costs**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**
		Cash (SF)	$ -	$ -	$ -			Cash (SF)	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -
Variance (Costs-Funding)		**Cash**									
		In-Kind									
INDIRECT											
12	Personnel (Staff)	**Cash Other (MASS)**	**$ -**			6	**MASS**	**Cash Other (MASS)**	**$ -**		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
13	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
14	Volunteers	In-Kind (SF)	$ -								
15	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								

(A) COST CATEGORIES			(B) COSTS			(C) FUNDING CATEGORIES			(D) FUNDING		
			Total Budgeted Costs	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)				Total Budgeted Funding	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)
16	Volunteer Expenses	**Cash Other (MASS)**	**$ -**			7	Match	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
17	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
18	Lower Tier Subawards	**Cash Other (MASS)**	**$ -**					In-Kind (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
19	Space	**Cash Other (MASS)**	**$ -**			8	Non-Match	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
20	Equipment Purchases	Cash (SF)	$ -					In-Kind (SF)	$ -		
		In-Kind (SF)	$ -								
21	Other Costs	**Cash Other (MASS)**	**$ -**			9	Program Income	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
22	**Subtotal Indirect Costs**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**	10	**Subtotal Funding for Indirect Costs**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**
		Cash (SF)	$ -	$ -	$ -			Cash (SF)	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -
Variance (Costs-Funding)		**Cash**									
		In-Kind									
GRAND TOTAL											
23	**Total Costs**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**	11	**Total Funding**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**
		Cash (SF)	$ -	$ -	$ -			Cash (SF)	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -
24	**GRAND TOTAL COSTS**		**$ -**	**$ -**	**$ -**	12	**GRAND TOTAL FUNDING**		**$ -**	**$ -**	**$ -**
Variance (Costs-Funding)											

EXHIBIT W2 (BUDGET FOR LTCOP SERVICES OAA TITLE VII A CHAPTER 2 (OMBUDSMAN PROGRAMS))

Program Services: Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SUPERVISORIAL DISTRICT	(B) MAXIMUM ANNUAL SUBAWARD SUM (MASS) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING AMOUNT (B+C+D+E) (3)
		(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	
		CASH	IN-KIND	CASH	IN-KIND		
1							$ -
2							$ -
3							$ -
4							$ -
5							$ -
Equipment							$ -
GRAND TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COUNTY USE ONLY	
Assigned Program Analyst **(Equipment Purchases Only)**	
Assigned Contract Analyst:	

NOTE:

(1) Enter the MASS for each Supervisorial District to be served. The MASS for each Supervisorial District shall match the Total MASS reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(2) Enter the SF for each Supervisorial District to be served. The SF for each Supervisorial District shall match the Total SF reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(3) The Grand Total Funding Amount under column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in the Mandated Program Services, Section I (Service Unit Summary), column (F) Total.

Program Services: **Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Individual, other than Ombudsman Representative, who is employed by Subrecipient.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

Program Services: **Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
[Enter title]												

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Ombudsman Representative is an individual who carries out the objectives of the Long-Term Care Ombudsman Program (LTCOP) and provides LTCOP Services to clients. Include all paid Ombudsman Representative staff in this Section.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

Program Services: Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

III. BUDGET DETAIL - VOLUNTEERS (1)

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): Volunteers listed here do not include the Volunteer Ombudsman Representatives.

(2): When using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match contribution (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 only $750 of volunteer services will be counted toward meeting the overall match contribution requirement).

Program Services: **Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IV. BUDGET DETAIL - VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)

(A) POSITION TITLE (1)	(B) NO. OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL COSTS (B*C*D)	(G) MASS	SF					(K) TOTAL FUNDING AMOUNT (G+H+I+J)	(L) VARIANCE (F - K)
							(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
TOTAL DIRECT VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL													
GRAND TOTAL VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

Program Services: **Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

V. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

Program Services: Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VI. BUDGET DETAIL - VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

Program Services: **Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VII. BUDGET DETAIL - LOWER TIER SUBAWARDS

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (2)	SF (G) MATCH		SF (H) NON-MATCH		SF (I) PROGRAM INCOME	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Use this Budget Detail to report lower tier subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information reported here shall match the information reflected on Exhibit Y (List of Lower Tier Subawards).

Subrecipient shall obtain prior written approval as to form from County before executing and/or commencing the Lower Tier Subaward(s) and/or its amendment(s).

(2) County shall not reimburse Subrecipient for any costs associated with Lower Tier Subaward(s) unless/until the Lower Tier Subaward(s) and/or its amendment(s) has been reviewed and approved as to form by County, and has been fully executed by Subrecipient and Lower Tier Subrecipient.

Program Services: Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VIII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, when any portion of the total cost for that space will be funded by MASS.

Program Services: **Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IX. BUDGET DETAIL - EQUIPMENT PURCHASES

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
TOTAL DIRECT EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior written approval is needed for:

- **all Equipment purchases funded by MASS**
- **all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones)**
- **all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives)**

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using MASS and no later than March 31st of the Fiscal Year and must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget must be the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) MASS shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

Program Services: Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

X. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
Equipment (Lease/ Maintenance/ Repairs)												
Equipment (Lease/ Maintenance/ Repairs)												
(3)												
(3)												

(3)												
(3)												
(3)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): Subrecipient shall obtain prior written approval from County to utilize MASS for Travel (Out of County).

(3): If applicable, enter a description of an other cost that is not provided in the list of values reflected in the drop-down menu. These costs must meet the requirements for being reasonable, necessary, and allowable as provided in the Subaward.

Program Services: Older Americans Act Title VII A Chapter 2 (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

XI. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS			(C) FUNDING CATEGORIES			(D) FUNDING		
			Total Budgeted Costs	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)				Total Budgeted Funding	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)
DIRECT											
1	Personnel (Staff)	**Cash Other (MASS)**	$ -			1	MASS	Cash Other (MASS)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
2	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
3	Volunteers	In-Kind (SF)	$ -								
4	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
5	Volunteer Expenses	**Cash Other (MASS)**	$ -			2	Match	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
6	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
7	Lower Tier Subawards	**Cash Other (MASS)**	$ -					In-Kind (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								

(A) COST CATEGORIES			(B) COSTS			(C) FUNDING CATEGORIES			(D) FUNDING		
			Total Budgeted Costs	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)				Total Budgeted Funding	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)
8	Space	**Cash Other (MASS)**	**$ -**			3	Non-Match	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
9	Equipment Purchases	**Cash Other (MASS)**	**$ -**					In-Kind (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
10	Other Costs	**Cash Other (MASS)**	**$ -**			4	Program Income	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
11	Subtotal Direct Costs	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**	5	**Subtotal Funding for Direct Costs**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**
		Cash (SF)	$ -	$ -	$ -			Cash (SF)	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -
Variance (Costs-Funding)		**Cash**									
		In-Kind									
GRAND TOTAL											
12	**Total Costs**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**	6	**Total Funding**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**
		Cash (SF)	$ -	$ -	$ -			Cash (SF)	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -
13	**GRAND TOTAL COSTS**		**$ -**	**$ -**	**$ -**	7	**GRAND TOTAL FUNDING**		**$ -**	**$ -**	**$ -**
Variance (Costs-Funding)											
Subrecipient meets minimum match requirement.											

NOTE:

(1) Enter the Cost/Funding for each line item (i.e., Cost Category/Funding Category) by entering/distributing the amount for the 3-month period and the 9-month period. The sum of the 3-month period and the 9-month period shall equal the amount reported under the Total Budgeted Cost/Total Budgeted Funding for each line item.

EXHIBIT W3 (BUDGET FOR LTCOP SERVICES OAA TITLE VII A CHAPTER 3 (PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND EXPLOITATION))

Program Services: Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SUPERVISORIAL DISTRICT	(B) MAXIMUM ANNUAL SUBAWARD SUM (MASS) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING AMOUNT (B+C+D+E) (3)
		(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	
		CASH	IN-KIND	CASH	IN-KIND		
1							$ -
2							$ -
3							$ -
4							$ -
5							$ -
Equipment							$ -
GRAND TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COUNTY USE ONLY	
Assigned Program Analyst **(Equipment Purchases Only)**	
Assigned Contract Analyst:	

NOTE:

(1) Enter the MASS for each Supervisorial District to be served. The MASS for each Supervisorial District shall match the Total MASS reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(2) Enter the SF for each Supervisorial District to be served. The SF for each Supervisorial District shall match the Total SF reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(3) The Grand Total Funding Amount under column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in the Mandated Program Services, Section I (Service Unit Summary), column (F) Total.

Program Services: **Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Individual, other than Ombudsman Representative, who is employed by Subrecipient.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

Program Services: **Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
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[Enter title]												

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Ombudsman Representative is an individual who carries out the objectives of the Long-Term Care Ombudsman Program (LTCOP) and provides LTCOP Services to clients. Include all paid Ombudsman Representative staff in this Section.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

Program Services: Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

III. BUDGET DETAIL - VOLUNTEERS (1)

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): Volunteers listed here do not include the Volunteer Ombudsman Representatives.

(2): When using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match contribution (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 only $750 of volunteer services will be counted toward meeting the overall match contribution requirement).

Program Services: **Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IV. BUDGET DETAIL - VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)

(A) POSITION TITLE (1)	(B) NO. OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL COSTS (B*C*D)	(G) MASS	SF					(K) TOTAL FUNDING AMOUNT (G+H+I+J)	(L) VARIANCE (F - K)
							(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
TOTAL DIRECT VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL													
GRAND TOTAL VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

Program Services: **Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

V. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

Program Services: Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VI. BUDGET DETAIL - VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

Program Services: Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Service

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VII. BUDGET DETAIL - LOWER TIER SUBAWARDS

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (2)	SF (G) MATCH		SF (H) NON-MATCH		SF (I) PROGRAM INCOME	(J) TOTAL FUNDING (F+G+H+I)	VAF
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		(
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
GRAND TOTAL												
GRAND TOTAL LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

NOTE:

(1): Use this Budget Detail to report lower tier subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by vendor. Information reported here shall match the information reflected on Exhibit Y (List of Lower Tier Subawards).

Subrecipient shall obtain prior written approval as to form from County before executing and/or commencing the Lower Tier Subaward(s) and/or its amendment(s).

(2) County shall not reimburse Subrecipient for any costs associated with Lower Tier Subaward(s) unless/until the Lower Tier Subaward(s) and/or its amendment(s) has been reviewed and approved as t by County, and has been fully executed by Subrecipient and Lower Tier Subrecipient.

S

(K)
RIANCE

E - J)

$0

$0

the

to form

Program Services: Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VIII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, when any portion of the total cost for that space will be funded by MASS.

Program Services: Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IX. BUDGET DETAIL - EQUIPMENT PURCHASES

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
TOTAL DIRECT EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior written approval is needed for:

- **all Equipment purchases funded by MASS**
- **all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones)**
- **all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives)**

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using MASS and no later than March 31st of the Fiscal Year and must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget must be the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) MASS shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

Program Services: Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

X. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
Equipment (Lease/ Maintenance/ Repairs)												
Equipment (Lease/ Maintenance/ Repairs)												
(3)												

(3)												
(3)												
(3)												
(3)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): Subrecipient shall obtain prior written approval from County to utilize MASS for Travel (Out of County).

(3): If applicable, enter a description of an other cost that is not provided in the list of values reflected in the drop-down menu. These costs must meet the requirements for being reasonable, necessary, and allowable as provided in the Subaward.

Program Services: Older Americans Act Title VII A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

XI. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS			(C) FUNDING CATEGORIES			(D) FUNDING		
			Total Budgeted Costs	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)				Total Budgeted Funding	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)
DIRECT											
1	Personnel (Staff)	**Cash Other (MASS)**	$ -			1	MASS	Cash Other (MASS)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
2	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
3	Volunteers	In-Kind (SF)	$ -								
4	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
5	Volunteer Expenses	**Cash Other (MASS)**	$ -			2	Match	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
6	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -								
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
7	Lower Tier Subawards	**Cash Other (MASS)**	$ -					In-Kind (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								

(A) COST CATEGORIES			(B) COSTS			(C) FUNDING CATEGORIES			(D) FUNDING		
			Total Budgeted Costs	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)				Total Budgeted Funding	3 MONTHS (07/01/19 - 09/30/19) (1)	9 MONTHS (10/01/19 - 06/30/20) (1)
8	Space	**Cash Other (MASS)**	**$ -**			3	Non-Match	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
9	Equipment Purchases	**Cash Other (MASS)**	**$ -**					In-Kind (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
10	Other Costs	**Cash Other (MASS)**	**$ -**			4	Program Income	Cash (SF)	$ -		
		Cash (SF)	$ -								
		In-Kind (SF)	$ -								
11	Subtotal Direct Costs	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**	5	**Subtotal Funding for Direct Costs**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**
		Cash (SF)	$ -	$ -	$ -			Cash (SF)	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -
Variance (Costs-Funding)		**Cash**									
		In-Kind									
GRAND TOTAL											
12	**Total Costs**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**	6	**Total Funding**	**Cash Other (MASS)**	**$ -**	**$ -**	**$ -**
		Cash (SF)	$ -	$ -	$ -			Cash (SF)	$ -	$ -	$ -
		In-Kind (SF)	$ -	$ -	$ -			In-Kind (SF)	$ -	$ -	$ -
13	**GRAND TOTAL COSTS**		**$ -**	**$ -**	**$ -**	7	**GRAND TOTAL FUNDING**		**$ -**	**$ -**	**$ -**
Variance (Costs-Funding)											
Subrecipient meets minimum match requirement.											

NOTE:

(1) Enter the Cost/Funding for each line item (i.e., Cost Category/Funding Category) by entering/distributing the amount for the 3-month period and the 9-month period. The sum of the 3-month period and the 9-month period shall equal the amount reported under the Total Budgeted Cost/Total Budgeted Funding for each line item.

EXHIBIT W4 (BUDGET FOR LTCOP SERVICES STATE GENERAL FUNDS TITLE III B (OMBUDSMAN PROGRAMS))

Program Services: State General Funds Title III B (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SUPERVISORIAL DISTRICT	(B) MAXIMUM ANNUAL SUBAWARD SUM (MASS) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING AMOUNT (B+C+D+E) (3)
		(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	
		CASH	IN-KIND	CASH	IN-KIND		
1							$ -
2							$ -
3							$ -
4							$ -
5							$ -
Equipment							$ -
GRAND TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COUNTY USE ONLY	
Assigned Program Analyst **(Equipment Purchases Only)**	
Assigned Contract Analyst:	

NOTE:

(1) Enter the MASS for each Supervisorial District to be served. The MASS for each Supervisorial District shall match the Total MASS reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(2) Enter the SF for each Supervisorial District to be served. The SF for each Supervisorial District shall match the Total SF reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(3) The Grand Total Funding Amount under column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in the Mandated Program Services, Section I (Service Unit Summary), column (F) Total.

Program Services: **State General Funds Title III B (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
[Enter title]												
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Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs))

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
[Enter title]												
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[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Staff))				**[Enter Indirect]**	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Individual, other than Ombudsman Representative, who is employed by Subrecipient.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: State General Funds Title III B (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Ombudsman Representatives))				[Enter Indirect]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Ombudsman Representative is an individual who carries out the objectives of the Long-Term Care Ombudsman Program (LTCOP) and provides LTCOP Services to clients. Include all paid Ombudsman Representative staff in this Section.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: State General Funds Title III B (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

III. BUDGET DETAIL - VOLUNTEERS (1)

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)						[Complete as needed]	[Complete as needed]	$ -	$0
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): Volunteers listed here do not include the Volunteer Ombudsman Representatives.

(2): When using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match contribution (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 only $750 of volunteer services will be counted toward meeting the overall match contribution requirement).

Program Services: State General Funds Title III B (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IV. BUDGET DETAIL - VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)

(A) POSITION TITLE (1)	(B) NO. OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL COSTS (B*C*D)	(G) MASS	SF (H) MATCH		SF (I) NON-MATCH		SF (J) PROGRAM INCOME	(K) TOTAL FUNDING AMOUNT (G+H+I+J)	(L) VARIANCE (F - K)
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
TOTAL DIRECT VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT													
Indirect Costs (Volunteers (Ombudsman Representatives))					**[Enter Indirect]**	(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?													
GRAND TOTAL													
GRAND TOTAL VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column G (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **State General Funds Title III B (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

V. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **State General Funds Title III B (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VI. BUDGET DETAIL - VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses (Ombudsman Representatives))					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: State General Funds Title III B (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VII. BUDGET DETAIL - LOWER TIER SUBAWARDS

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (2) (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Lower Tier Subawards)					(3)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Use this Budget Detail to report lower tier subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information reported here shall match the information reflected on Exhibit Y (List of Lower Tier Subawards).

Subrecipient shall obtain prior written approval as to form from County before executing and/or commencing the Lower Tier Subaward(s) and/or its amendment(s).

(2) County shall not reimburse Subrecipient for any costs associated with Lower Tier Subaward(s) unless/until the Lower Tier Subaward(s) and/or its amendment(s) has been reviewed and approved as to form by County, and has been fully executed by Subrecipient and Lower Tier Subrecipient.

(3): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: State General Funds Title III B (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VIII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, when any portion of the total cost for that space will be funded by MASS.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: State General Funds Title III B (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IX. BUDGET DETAIL - EQUIPMENT PURCHASES

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
TOTAL DIRECT EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Equipment Purchases)						[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
GRAND TOTAL												
GRAND TOTAL EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior written approval is needed for:

- **all Equipment purchases funded by MASS**
- **all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones)**
- **all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives)**

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using MASS and no later than March 31st of the Fiscal Year and must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget must be the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) MASS shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

Program Services: **State General Funds Title III B (Ombudsman Programs) Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

X. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
Equipment (Lease/ Maintenance/ Repairs)												
Equipment (Lease/ Maintenance/ Repairs)												
(3)												
(3)												

(3)												
(3)												
(3)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(4)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): Subrecipient shall obtain prior written approval from County to utilize MASS for Travel (Out of County).

(3): If applicable, enter a description of an other cost that is not provided in the list of values reflected in the drop-down menu. These costs must meet the requirements for being reasonable, necessary, and allowable as provided in the Subaward.

(4): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: State General Funds Title III B (Ombudsman Programs) Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

XI. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				Total Budgeted Funding
DIRECT							
1	Personnel (Staff)	**Cash Other (MASS)**	**$ -**	1	**MASS**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
2	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
3	Volunteers	In-Kind (SF)	$ -				
4	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
5	Volunteer Expenses	**Cash Other (MASS)**	**$ -**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			Cash (SF)	$ -

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				Total Budgeted Funding
6	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -	2	Match	Cash (SF)	$
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
7	Lower Tier Subawards	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
8	Space	**Cash Other (MASS)**	**$ -**	3	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
9	Equipment Purchases	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
10	Other Costs	**Cash Other (MASS)**	**$ -**	4	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
11	Subtotal Direct Costs	**Cash Other (MASS)**	**$ -**	5	**Subtotal Funding for Direct Costs**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					

Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs))

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				Total Budgeted Funding
INDIRECT							
12	Personnel (Staff)	**Cash Other (MASS)**	**$ -**	6	**MASS**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
14	Volunteers	In-Kind (SF)	$ -				
15	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Volunteer Expenses	**Cash Other (MASS)**	**$ -**	7	Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
18	Lower Tier Subawards	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				Total Budgeted Funding
19	Space	**Cash Other (MASS)**	**$ -**	8	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
20	Equipment Purchases	Cash (SF)	$ -			In-Kind (SF)	$ -
		In-Kind (SF)	$ -				
21	Other Costs	**Cash Other (MASS)**	**$ -**	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
22	**Subtotal Indirect Costs**	**Cash Other (MASS)**	**$ -**	10	**Subtotal Funding for Indirect Costs**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					
GRAND TOTAL							
23	**Total Costs**	**Cash Other (MASS)**	**$ -**	11	**Total Funding**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
24	**GRAND TOTAL COSTS**		**$ -**	12	**GRAND TOTAL FUNDING**		**$ -**
Variance (Costs-Funding)							

Exhibit W4 (Budget for LTCOP Services State General Funds Title III B (Ombudsman Programs))

EXHIBIT W5 (BUDGET FOR LTCOP SERVICES LONG-TERM CARE FACILITY CITATION PENALTY ACCOUNT-SPECIAL DEPOSIT FUND)

Program Services: **Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SUPERVISORIAL DISTRICT	(B) MAXIMUM ANNUAL SUBAWARD SUM (MASS) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING AMOUNT (B+C+D+E) (3)
		(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	
		CASH	IN-KIND	CASH	IN-KIND		
1							$ -
2							$ -
3							$ -
4							$ -
5							$ -
Equipment							$ -
GRAND TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COUNTY USE ONLY	
Assigned Program Analyst **(Equipment Purchases Only)**	
Assigned Contract Analyst:	

NOTE:

(1) Enter the MASS for each Supervisorial District to be served. The MASS for each Supervisorial District shall match the Total MASS reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(2) Enter the SF for each Supervisorial District to be served. The SF for each Supervisorial District shall match the Total SF reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(3) The Grand Total Funding Amount under column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in the Mandated Program Services, Section I (Service Unit Summary), column (F) Total.

Program Services: **Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Staff))				**[Enter Indirect]**	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Individual, other than Ombudsman Representative, who is employed by Subrecipient.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Ombudsman Representatives))				[Enter Indirect]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Ombudsman Representative is an individual who carries out the objectives of the Long-Term Care Ombudsman Program (LTCOP) and provides LTCOP Services to clients. Include all paid Ombudsman Representative staff in this Section.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

III. BUDGET DETAIL - VOLUNTEERS (1)

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)						[Complete as needed]	[Complete as needed]	$ -	$0
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): Volunteers listed here do not include the Volunteer Ombudsman Representatives.

(2): When using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match contribution (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 only $750 of volunteer services will be counted toward meeting the overall match contribution requirement).

Program Services: Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IV. BUDGET DETAIL - VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)

(A) POSITION TITLE (1)	(B) NO. OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL COSTS (B*C*D)	(G) MASS	SF (H) MATCH		SF (I) NON-MATCH		SF (J) PROGRAM INCOME	(K) TOTAL FUNDING AMOUNT (G+H+I+J)	(L) VARIANCE (F - K)
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
TOTAL DIRECT VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT													
Indirect Costs (Volunteers (Ombudsman Representatives))					**[Enter Indirect]**	(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?													
GRAND TOTAL													
GRAND TOTAL VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column G (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

V. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VI. BUDGET DETAIL - VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses (Ombudsman Representatives))					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VII. BUDGET DETAIL - LOWER TIER SUBAWARDS

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (2) (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Lower Tier Subawards)					(3)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Use this Budget Detail to report lower tier subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information reported here shall match the information reflected on Exhibit Y (List of Lower Tier Subawards).

Subrecipient shall obtain prior written approval as to form from County before executing and/or commencing the Lower Tier Subaward(s) and/or its amendment(s).

(2) County shall not reimburse Subrecipient for any costs associated with Lower Tier Subaward(s) unless/until the Lower Tier Subaward(s) and/or its amendment(s) has been reviewed and approved as to form by County, and has been fully executed by Subrecipient and Lower Tier Subrecipient.

(3): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VIII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, when any portion of the total cost for that space will be funded by MASS.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IX. BUDGET DETAIL - EQUIPMENT PURCHASES

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
TOTAL DIRECT EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Equipment Purchases)						[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
GRAND TOTAL												
GRAND TOTAL EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior written approval is needed for:

- **all Equipment purchases funded by MASS**
- **all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones)**
- **all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives)**

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using MASS and no later than March 31st of the Fiscal Year and must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget must be the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) MASS shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

Program Services: **Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

X. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
Equipment (Lease/ Maintenance/ Repairs)												
Equipment (Lease/ Maintenance/ Repairs)												
(3)												
(3)												

Exhibit W5 (Budget for LTCOP Services LTC Facility Citation Penalty Account-Special Deposit Fund)

(3)												
(3)												
(3)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(4)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): Subrecipient shall obtain prior written approval from County to utilize MASS for Travel (Out of County).

(3): If applicable, enter a description of an other cost that is not provided in the list of values reflected in the drop-down menu. These costs must meet the requirements for being reasonable, necessary, and allowable as provided in the Subaward.

(4): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Long-Term Care Facility Citation Penalty Account-Special Deposit Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

XI. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				**Total Budgeted Funding**
DIRECT							
1	Personnel (Staff)	**Cash Other (MASS)**	**$ -**	1	**MASS**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
2	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
3	Volunteers	In-Kind (SF)	$ -				
4	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
5	Volunteer Expenses	**Cash Other (MASS)**	**$ -**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			Cash (SF)	$ -

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				**Total Budgeted Funding**
6	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -	2	Match	Cash (SF)	$
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
7	Lower Tier Subawards	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
8	Space	**Cash Other (MASS)**	**$ -**	3	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
9	Equipment Purchases	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
10	Other Costs	**Cash Other (MASS)**	**$ -**	4	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
11	Subtotal Direct Costs	**Cash Other (MASS)**	**$ -**	5	**Subtotal Funding for Direct Costs**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					

Exhibit W5 (Budget for LTCOP Services LTC Facility Citation Penalty Account-Special Deposit Fund)

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				Total Budgeted Funding
INDIRECT							
12	Personnel (Staff)	**Cash Other (MASS)**	**$ -**	6	**MASS**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
14	Volunteers	In-Kind (SF)	$ -				
15	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Volunteer Expenses	**Cash Other (MASS)**	**$ -**	7	Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
18	Lower Tier Subawards	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				

Exhibit W5 (Budget for LTCOP Services LTC Facility Citation Penalty Account-Special Deposit Fund)

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				Total Budgeted Funding
19	Space	**Cash Other (MASS)**	**$ -**	8	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
20	Equipment Purchases	Cash (SF)	$ -			In-Kind (SF)	$ -
		In-Kind (SF)	$ -				
21	Other Costs	**Cash Other (MASS)**	**$ -**	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
22	**Subtotal Indirect Costs**	**Cash Other (MASS)**	**$ -**	10	**Subtotal Funding for Indirect Costs**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					
GRAND TOTAL							
23	**Total Costs**	**Cash Other (MASS)**	**$ -**	11	**Total Funding**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
24	**GRAND TOTAL COSTS**		**$ -**	12	**GRAND TOTAL FUNDING**		**$ -**
Variance (Costs-Funding)							

Exhibit W5 (Budget for LTCOP Services LTC Facility Citation Penalty Account-Special Deposit Fund)

EXHIBIT W6 (BUDGET FOR LTCOP SERVICES PUBLIC HEALTH LICENSING AND CERTIFICATION PROGRAM)

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SUPERVISORIAL DISTRICT	(B) MAXIMUM ANNUAL SUBAWARD SUM (MASS) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING AMOUNT (B+C+D+E) (3)
		(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	
		CASH	IN-KIND	CASH	IN-KIND		
1							$ -
2							$ -
3							$ -
4							$ -
5							$ -
Equipment							$ -
GRAND TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COUNTY USE ONLY	
Assigned Program Analyst **(Equipment Purchases Only)**	
Assigned Contract Analyst:	

NOTE:

(1) Enter the MASS for each Supervisorial District to be served. The MASS for each Supervisorial District shall match the Total MASS reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(2) Enter the SF for each Supervisorial District to be served. The SF for each Supervisorial District shall match the Total SF reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(3) The Grand Total Funding Amount under column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in the Mandated Program Services, Section I (Service Unit Summary), column (F) Total.

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Staff))				**[Enter Indirect]**	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Individual, other than Ombudsman Representative, who is employed by Subrecipient.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Ombudsman Representatives))				[Enter Indirect]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Ombudsman Representative is an individual who carries out the objectives of the Long-Term Care Ombudsman Program (LTCOP) and provides LTCOP Services to clients. Include all paid Ombudsman Representative staff in this Section.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

III. BUDGET DETAIL - VOLUNTEERS (1)

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)						[Complete as needed]	[Complete as needed]	$ -	$0
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): Volunteers listed here do not include the Volunteer Ombudsman Representatives.

(2): When using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match contribution (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 only $750 of volunteer services will be counted toward meeting the overall match contribution requirement).

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IV. BUDGET DETAIL - VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)

(A) POSITION TITLE (1)	(B) NO. OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL COSTS (B*C*D)	(G) MASS	SF					(K) TOTAL FUNDING AMOUNT (G+H+I+J)	(L) VARIANCE (F - K)
							(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
TOTAL DIRECT VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT													
Indirect Costs (Volunteers (Ombudsman Representatives))					**[Enter Indirect]**	(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?													
GRAND TOTAL													
GRAND TOTAL VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column G (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

V. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VI. BUDGET DETAIL - VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses (Ombudsman Representatives))					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VII. BUDGET DETAIL - LOWER TIER SUBAWARDS

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (2) (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Lower Tier Subawards)					(3)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Use this Budget Detail to report lower tier subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information reported here shall match the information reflected on Exhibit Y (List of Lower Tier Subawards).

Subrecipient shall obtain prior written approval as to form from County before executing and/or commencing the Lower Tier Subaward(s) and/or its amendment(s).

(2) County shall not reimburse Subrecipient for any costs associated with Lower Tier Subaward(s) unless/until the Lower Tier Subaward(s) and/or its amendment(s) has been reviewed and approved as to form by County, and has been fully executed by Subrecipient and Lower Tier Subrecipient.

(3): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VIII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, when any portion of the total cost for that space will be funded by MASS.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IX. BUDGET DETAIL - EQUIPMENT PURCHASES

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
TOTAL DIRECT EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Equipment Purchases)						[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
GRAND TOTAL												
GRAND TOTAL EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior written approval is needed for:

- **all Equipment purchases funded by MASS**
- **all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones)**
- **all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives)**

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using MASS and no later than March 31st of the Fiscal Year and must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget must be the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) MASS shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

X. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
Equipment (Lease/ Maintenance/ Repairs)												
Equipment (Lease/ Maintenance/ Repairs)												
(3)												
(3)												

Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program)

(3)												
(3)												
(3)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(4)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): Subrecipient shall obtain prior written approval from County to utilize MASS for Travel (Out of County).

(3): If applicable, enter a description of an other cost that is not provided in the list of values reflected in the drop-down menu. These costs must meet the requirements for being reasonable, necessary, and allowable as provided in the Subaward.

(4): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Public Health Licensing and Certification Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

XI. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				**Total Budgeted Funding**
DIRECT							
1	Personnel (Staff)	**Cash Other (MASS)**	**$ -**	1	**MASS**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
2	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
3	Volunteers	In-Kind (SF)	$ -				
4	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
5	Volunteer Expenses	**Cash Other (MASS)**	**$ -**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			Cash (SF)	$ -

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				**Total Budgeted Funding**
6	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -	2	Match	Cash (SF)	$
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
7	Lower Tier Subawards	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
8	Space	**Cash Other (MASS)**	**$ -**	3	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
9	Equipment Purchases	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
10	Other Costs	**Cash Other (MASS)**	**$ -**	4	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
11	Subtotal Direct Costs	**Cash Other (MASS)**	**$ -**	5	**Subtotal Funding for Direct Costs**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					

Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program)

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				Total Budgeted Funding
INDIRECT							
12	Personnel (Staff)	**Cash Other (MASS)**	**$ -**	6	**MASS**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
14	Volunteers	In-Kind (SF)	$ -				
15	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Volunteer Expenses	**Cash Other (MASS)**	**$ -**	7	Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
18	Lower Tier Subawards	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				

Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program)

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				**Total Budgeted Funding**
19	Space	**Cash Other (MASS)**	**$ -**	8	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
20	Equipment Purchases	Cash (SF)	$ -			In-Kind (SF)	$ -
		In-Kind (SF)	$ -				
21	Other Costs	**Cash Other (MASS)**	**$ -**	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
22	**Subtotal Indirect Costs**	**Cash Other (MASS)**	**$ -**	10	**Subtotal Funding for Indirect Costs**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					
GRAND TOTAL							
23	**Total Costs**	**Cash Other (MASS)**	**$ -**	11	**Total Funding**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
24	**GRAND TOTAL COSTS**		**$ -**	12	**GRAND TOTAL FUNDING**		**$ -**
Variance (Costs-Funding)							

Exhibit W6 (Budget for LTCOP Services Public Health Licensing and Certification Program)

EXHIBIT W7 (BUDGET FOR LTCOP SERVICES SKILLED NURSING FACILITY QUALITY AND ACCOUNTABILITY FUND)

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**
Mr./Ms.	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SUPERVISORIAL DISTRICT	(B) MAXIMUM ANNUAL SUBAWARD SUM (MASS) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING AMOUNT (B+C+D+E) (3)
		(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	
		CASH	IN-KIND	CASH	IN-KIND		
1							$ -
2							$ -
3							$ -
4							$ -
5							$ -
Equipment							$ -
GRAND TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COUNTY USE ONLY	
Assigned Program Analyst **(Equipment Purchases Only)**	
Assigned Contract Analyst:	

NOTE:

(1) Enter the MASS for each Supervisorial District to be served. The MASS for each Supervisorial District shall match the Total MASS reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(2) Enter the SF for each Supervisorial District to be served. The SF for each Supervisorial District shall match the Total SF reflected in the Mandated Program Services, Section I (Service Unit Summary) for each Supervisorial District.

(3) The Grand Total Funding Amount under column (F) Total Funding Amount shall match the Grand Total Funding Amount reflected in the Mandated Program Services, Section I (Service Unit Summary), column (F) Total.

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL (STAFF) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Staff))				**[Enter Indirect]**	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (STAFF)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Individual, other than Ombudsman Representative, who is employed by Subrecipient.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

II. BUDGET DETAIL - PERSONNEL (OMBUDSMAN REPRESENTATIVES) (1)

(A) POSITION TITLE (2)	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel (Ombudsman Representatives))				[Enter Indirect]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Ombudsman Representative is an individual who carries out the objectives of the Long-Term Care Ombudsman Program (LTCOP) and provides LTCOP Services to clients. Include all paid Ombudsman Representative staff in this Section.

(2): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

III. BUDGET DETAIL - VOLUNTEERS (1)

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)						[Complete as needed]	[Complete as needed]	$ -	$0
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): Volunteers listed here do not include the Volunteer Ombudsman Representatives.

(2): When using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match contribution (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 only $750 of volunteer services will be counted toward meeting the overall match contribution requirement).

Program Services: Skilled Nursing Facility Quality and Accountability Fund Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IV. BUDGET DETAIL - VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)

(A) POSITION TITLE (1)	(B) NO. OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL COSTS (B*C*D)	(G) MASS	SF (H) MATCH		SF (I) NON-MATCH		SF (J) PROGRAM INCOME	(K) TOTAL FUNDING AMOUNT (G+H+I+J)	(L) VARIANCE (F - K)
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
TOTAL DIRECT VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT													
Indirect Costs (Volunteers (Ombudsman Representatives))					**[Enter Indirect]**	(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?													
GRAND TOTAL													
GRAND TOTAL VOLUNTEERS (OMBUDSMAN REPRESENTATIVES)					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Recreation Director).

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column G (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

V. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VI. BUDGET DETAIL - VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses (Ombudsman Representatives))					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES (OMBUDSMAN REPRESENTATIVES)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VII. BUDGET DETAIL - LOWER TIER SUBAWARDS

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (2) (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Lower Tier Subawards)					(3)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Use this Budget Detail to report lower tier subawards with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information reported here shall match the information reflected on Exhibit Y (List of Lower Tier Subawards).

Subrecipient shall obtain prior written approval as to form from County before executing and/or commencing the Lower Tier Subaward(s) and/or its amendment(s).

(2) County shall not reimburse Subrecipient for any costs associated with Lower Tier Subaward(s) unless/until the Lower Tier Subaward(s) and/or its amendment(s) has been reviewed and approved as to form by County, and has been fully executed by Subrecipient and Lower Tier Subrecipient.

(3): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: Skilled Nursing Facility Quality and Accountability Fund Program Services

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

VIII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, when any portion of the total cost for that space will be funded by MASS.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

IX. BUDGET DETAIL - EQUIPMENT PURCHASES

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
[Enter description]												
TOTAL DIRECT EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Equipment Purchases)						[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
GRAND TOTAL												
GRAND TOTAL EQUIPMENT PURCHASES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior written approval is needed for:

- **all Equipment purchases funded by MASS**
- **all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones)**
- **all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives)**

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using MASS and no later than March 31st of the Fiscal Year and must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget must be the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) MASS shall match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

X. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) MASS	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
SELECT DESCRIPTION												
Equipment (Lease/ Maintenance/ Repairs)												
Equipment (Lease/ Maintenance/ Repairs)												
(3)												
(3)												

(3)												
(3)												
(3)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(4)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The cost per mile shall not exceed the lesser of County's and State's approved mileage rate. For the most current rate, please contact your assigned Contract Analyst.

(2): Subrecipient shall obtain prior written approval from County to utilize MASS for Travel (Out of County).

(3): If applicable, enter a description of an other cost that is not provided in the list of values reflected in the drop-down menu. These costs must meet the requirements for being reasonable, necessary, and allowable as provided in the Subaward.

(4): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of the total direct MASS reflected under Column F (MASS Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution.

Program Services: **Skilled Nursing Facility Quality and Accountability Fund Program Services**

Fiscal Year: Select Fiscal Year

Subaward Number: [Enter Subaward Number]

Amendment Number: Select Number **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Legal Name]

XI. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				**Total Budgeted Funding**
DIRECT							
1	Personnel (Staff)	**Cash Other (MASS)**	**$ -**	1	**MASS**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
2	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
3	Volunteers	In-Kind (SF)	$ -				
4	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
5	Volunteer Expenses	**Cash Other (MASS)**	**$ -**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			Cash (SF)	$ -

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				**Total Budgeted Funding**
6	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -	2	Match	Cash (SF)	$
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
7	Lower Tier Subawards	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
8	Space	**Cash Other (MASS)**	**$ -**	3	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
9	Equipment Purchases	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
10	Other Costs	**Cash Other (MASS)**	**$ -**	4	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
11	Subtotal Direct Costs	**Cash Other (MASS)**	**$ -**	5	**Subtotal Funding for Direct Costs**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					

Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund)

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				Total Budgeted Funding
INDIRECT							
12	Personnel (Staff)	**Cash Other (MASS)**	**$ -**	6	**MASS**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Personnel (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
14	Volunteers	In-Kind (SF)	$ -				
15	Volunteers (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Volunteer Expenses	**Cash Other (MASS)**	**$ -**	7	Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	Volunteer Expenses (Ombudsman Representatives)	**Cash Other (MASS)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
18	Lower Tier Subawards	**Cash Other (MASS)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				

(A) COST CATEGORIES			(B) COSTS	(C) FUNDING CATEGORIES			(D) FUNDING
			Total Budgeted Costs				**Total Budgeted Funding**
19	Space	**Cash Other (MASS)**	**$ -**	8	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
20	Equipment Purchases	Cash (SF)	$ -			In-Kind (SF)	$ -
		In-Kind (SF)	$ -				
21	Other Costs	**Cash Other (MASS)**	**$ -**	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
22	**Subtotal Indirect Costs**	**Cash Other (MASS)**	**$ -**	10	**Subtotal Funding for Indirect Costs**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					
GRAND TOTAL							
23	**Total Costs**	**Cash Other (MASS)**	**$ -**	11	**Total Funding**	**Cash Other (MASS)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
24	**GRAND TOTAL COSTS**		**$ -**	12	**GRAND TOTAL FUNDING**		**$ -**
Variance (Costs-Funding)							

Exhibit W7 (Budget for LTCOP Services Skilled Nursing Facility Quality and Accountability Fund)

EXHIBIT X1 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE III B)

Program Services: **Title III-B (Supportive Services and Senior Center Programs)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	***State***	***Zip Code***

[Enter Subrecipient's Address Here]	[Enter 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]		{Enter E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Job Title, Abbr if Nec.]	[Enter #'s Only]		[Enter E-Mail Address]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Job Title, Abbr if Nec.]	[Enter #'s Only]		[Enter E-Mail Address]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

COUNTY USE ONLY	
Assigned Program Analyst:	
Assigned Contract Analyst:	

EXHIBIT X1 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE III B)

Program Services: Title III-B (Supportive Services and Senior Center Programs)
Fiscal Year: 2019-20
Subaward/Contract Number: [Enter Subaward Number]
Amendment Number: _____ **Modification Number:** _____
Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. Service Unit Summary

		(A) Sup Dist 1		(B) Sup Dist 2		(C) Sup Dist 3		(D) Sup Dist 4		(E) Sup Dist 5		(F) TOTAL	
Number of Unduplicated Clients													
Number of Complaints (1)													
Service Category		Units (2)	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units (3)	Funding Amount (4)
Resident-Level Advocacy Complaint Resolution	MACS (5)											0	$ -
	SF (6)											0	$ -
Resident-Level Advocacy Information & Consultation to Individuals	MACS											0	$ -
	SF											0	$ -
Facility Monitoring/Coverage. LTC Family Consultation & Training and Establishment of an On-going Presence	MACS											0	$ -
	SF											0	$ -
Resident Council Development & Support/Family Council Development & Support	MACS											0	$ -
	SF											0	$ -
Advance Health Care Directive and Property Transfer Witnessing	MACS											0	$ -
	SF											0	$ -
System-Level Advocacy	MACS											0	$ -
	SF											0	$ -
Referrals	MACS											0	$ -
	SF											0	$ -
OSCLTCO Supplemental Activites	MACS											0	$ -
	SF											0	$ -
Equipment (7)	MACS												$ -
	SF												$ -
TOTAL	MACS	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	SF	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Grand Total	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -

NOTE:

(1) Please enter the number of complaints for each Supervisorial District.

(2) Please enter the number of Units for each Service Category to be provided using MACS and SF. If MACS and SF will both be used to provide the same Units then enter the number of Units for MACS only. If additional Units will be provided using SF then enter the number of SF Units.

(3) The Grand Total Units under column (F) Total shall match the Grand Total Units reflected in Section II (Service Units by Month) column (M) Total.

(4) The Grand Total Funding Amount under column (F) Total shall match the Grand Total Funding Amount reflected in the Budget (cover page) column (F) Total Funding.

(5) MACS: Maximum Annual Contract Sum

(6) SF: Subrecipient's Funds

(7) Enter the approved amount of equipment purchase(s) that is reflected on the budget.

EXHIBIT X1 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE III B)

Program Services: **Title III-B (Supportive Services and Senior Center Programs)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipients's Legal Name: [Enter Subrecipient's Legal Name]

II. Service Units By Month

Service Category	(A) Jul	(B) Aug	(C) Sep	(D) Oct	(E) Nov	(F) Dec	(G) Jan	(H) Feb	(I) Mar	(J) Apr	(K) May	(L) Jun	(M) TOTAL (1)
Resident-Level Advocacy Complaint Resolution													0
Resident-Level Advocacy Information & Consultation to Individuals													0
Facility Monitoring/Coverage. LTC Family Consultation & Training and Establishment of an On-going Presence													0
Resident Council Development & Support/Family Council Development & Support													0
Advance Health Care Directive and Property Transfer Witnessing													0
System-Level Advocacy													0
Referrals													0
OSCLTCO Supplemental Activites													0
Grand Total	-	-	-	-	-	-	-	-	-	-	-	-	-

NOTE:
(1) The Grand Total Units under column (M) Total shall match the Grand Total Units reflected in Section I (Service Unit Summary) column (F) Total.

EXHIBIT X1 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE III B)

Program Services: **Title III-B (Supportive Services and Senior Center Programs)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

III. Site Summary

	Site Name	Sup District(s) Served	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
2	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
3	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
4	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
5	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
6	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
7	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
8	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
9	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
10	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
11	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]

EXHIBIT X2 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE VII A CHAPTER 2)

Program Services: **Title VII-A Chapter 2 Ombudsman Programs**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	***State***	***Zip Code***

[Enter Subrecipient's Address Here]	[Enter 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]		{Enter E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Job Title, Abbr if Nec.]	[Enter #'s Only]		[Enter E-Mail Address]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Job Title, Abbr if Nec.]	[Enter #'s Only]		[Enter E-Mail Address]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

COUNTY USE ONLY	
Assigned Program Analyst:	
Assigned Contract Analyst:	

EXHIBIT X2 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE VII A CHAPTER 2)

Program Services: Title VII-A Chapter 2 Ombudsman Programs
Fiscal Year: 2019-20
Subaward/Contract Number: [Enter Subaward Number]
Amendment Number: **Modification Number:**
Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. Service Unit Summary

		(A) Sup Dist 1		(B) Sup Dist 2		(C) Sup Dist 3		(D) Sup Dist 4		(E) Sup Dist 5		(F) TOTAL	
Number of Unduplicated Clients													
Number of Complaints (1)													
Service Category		**Units (2)**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units (3)**	**Funding Amount (4)**
Resident-Level Advocacy Complaint Resolution	MACS (5)											0	$ -
	SF (6)											0	$ -
Resident-Level Advocacy Information & Consultation to Individuals	MACS											0	$ -
	SF											0	$ -
Facility Monitoring/Coverage. LTC Family Consultation & Training and Establishment of an On-going Presence	MACS											0	$ -
	SF											0	$ -
Resident Council Development & Support/Family Council Development & Support	MACS											0	$ -
	SF											0	$ -
Advance Health Care Directive and Property Transfer Witnessing	MACS											0	$ -
	SF											0	$ -
System-Level Advocacy	MACS											0	$ -
	SF											0	$ -
Referrals	MACS											0	$ -
	SF											0	$ -
OSCLTCO Supplemental Activites	MACS											0	$ -
	SF											0	$ -
Equipment (7)	MACS												$ -
	SF												$ -
TOTAL	MACS	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	SF	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Grand Total	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -

NOTE:

(1) Please enter the number of individuals served for each Supervisorial District.

(2) Please enter the number of Units for each Service Category to be provided using MACS and SF. If MACS and SF will both be used to provide the same Units then enter the number of Units for MACS only. If additional Units will be provided using SF then enter the number of SF Units.

(3) The Grand Total Units under column (F) Total shall match the Grand Total Units reflected in Section II (Service Units by Month) column (M) Total.

(4) The Grand Total Funding Amount under column (F) Total shall match the Grand Total Funding Amount reflected in the Budget (cover page) column (F) Total Funding.

(5) MACS: Maximum Annual Contract Sum

(6) SF: Subrecipient's Funds

(7) Enter the approved amount of equipment purchase(s) that is reflected on the budget.

EXHIBIT X2 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE VII A CHAPTER 2)

Program Services: **Title VII-A Chapter 2 Ombudsman Programs**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipients's Legal Name: [Enter Subrecipient's Legal Name]

II. Service Units By Month

Service Category	(A) Jul	(B) Aug	(C) Sep	(D) Oct	(E) Nov	(F) Dec	(G) Jan	(H) Feb	(I) Mar	(J) Apr	(K) May	(L) Jun	(M) TOTAL (1)
Resident-Level Advocacy Complaint Resolution													0
Resident-Level Advocacy Information & Consultation to Individuals													0
Facility Monitoring/Coverage. LTC Family Consultation & Training and Establishment of an On-going Presence													0
Resident Council Development & Support/Family Council Development & Support													0
Advance Health Care Directive and Property Transfer Witnessing													0
System-Level Advocacy													0
Referrals													0
OSCLTCO Supplemental Activites													0
Grand Total	-	-	-	-	-	-	-	-	-	-	-	-	-

NOTE:
(1) The Grand Total Units under column (M) Total shall match the Grand Total Units reflected in Section I (Service Unit Summary) column (F) Total.

EXHIBIT X2 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE VII A CHAPTER 2)

Program Services: **Title VII-A Chapter 2 Ombudsman Programs**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

III. Site Summary

	Site Name	Sup District(s) Served	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
2	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
3	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
4	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
5	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
6	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
7	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
8	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
9	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
10	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
11	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name/Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]

EXHIBIT X3 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE VII A CHAPTER 3)

Program Services: **Title VII-A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect and Exploitation)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	***State***	***Zip Code***

[Enter Subrecipient's Address Here]	[Enter 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]		{Enter E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Job Title, Abbr if Nec.]	[Enter #'s Only]		[Enter E-Mail Address]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Job Title, Abbr if Nec.]	[Enter #'s Only]		[Enter E-Mail Address]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

COUNTY USE ONLY	
Assigned Program Analyst:	
Assigned Contract Analyst:	

EXHIBIT X3 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE VII A CHAPTER 3)

Program Services: **Title VII-A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect and Exploitation)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. Service Unit Summary

		(A) Sup Dist 1		(B) Sup Dist 2		(C) Sup Dist 3		(D) Sup Dist 4		(E) Sup Dist 5		(F) TOTAL	
Number of Individuals Served (1)													
Service Category		**Units (2)**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units (3)**	**Funding Amount (4)**
Public Education Sessions	MACS (5)											0	$ -
	SF (6)											0	$ -
Training Sessions for Professionals	MACS											0	$ -
	SF											0	$ -
Training Sessions for Caregivers Served by OAA Title III E	MACS											0	$ -
	SF											0	$ -
Development of Coordinated System to Respond to Elder Abuse	MACS											0	$ -
	SF											0	$ -
Distribution of Educational Materials	MACS											0	$ -
	SF											0	$ -
Development of Educational Products	MACS											0	$ -
	SF											0	$ -
Equipment (8)	MACS												$ -
	SF												$ -
TOTAL	MACS	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	SF	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Grand Total	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -

NOTE:

(1) Please enter the number of individuals served for each Supervisorial District.

(2) Please enter the number of Units for each Service Category to be provided using MACS and SF. If MACS and SF will both be used to provide the same Units then enter the number of Units for MACS only. If additional Units will be provided using SF then enter the number of SF Units.

(3) The Grand Total Units under column (F) Total shall match the Grand Total Units reflected in Section II (Service Units by Month) column (M) Total.

(4) The Grand Total Funding Amount under column (F) Total shall match the Grand Total Funding Amount reflected in the Budget (cover page) column (F) Total Funding.

(5) MACS: Maximum Annual Contract Sum

(6) SF: Subrecipient's Funds

(7) Enter the approved amount of equipment purchase(s) that is reflected on the budget.

EXHIBIT X3 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE VII A CHAPTER 3)

Program Services: **Title VII-A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect and Exploitation)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: **Modification Number:** Select Number

Subrecipients's Legal Name: [Enter Subrecipient's Legal Name]

II. Service Units By Month

Service Category	(A) Jul	(B) Aug	(C) Sep	(D) Oct	(E) Nov	(F) Dec	(G) Jan	(H) Feb	(I) Mar	(J) Apr	(K) May	(L) Jun	(M) TOTAL (1)
Public Education Sessions													0
Training Sessions for Professionals													0
Training Sessions for Caregivers Served by OAA Title III E													0
Development of Coordinated System to Respond to Elder Abuse													0
Distribution of Educational Materials													0
Distribution of Educational Products													0
Grand Total	-	-	-	-	-	-	-	-	-	-	-	-	-

NOTE:
(1) The Grand Total Units under column (M) Total shall match the Grand Total Units reflected in Section I (Service Unit Summary) column (F) Total.

EXHIBIT X3 (MANDATED PROGRAM SERVICES FOR LTCOP OAA TITLE VII A CHAPTER 3)

Program Services: **Title VII-A Chapter 3 (Programs for Prevention of Elder Abuse, Neglect and Exploitation)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: **Modification Number:** Select Number

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

III. Site Summary

	Site Name	Sup District(s) Served	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
2	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
3	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
4	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
5	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
6	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
7	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
8	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
9	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
10	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
11	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]

EXHIBIT X4 (MANDATED PROGRAM SERVICES FOR LTCOP STATE GENERAL FUNDS TITLE III B)

Program Services: **Title III-B (OCA General Ombudsman Fund)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	***State***	***Zip Code***

[Enter Subrecipient's Address Here]	[Enter 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]		{Enter E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Job Title, Abbr if Nec.]	[Enter #'s Only]		[Enter E-Mail Address]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Job Title, Abbr if Nec.]	[Enter #'s Only]		[Enter E-Mail Address]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

COUNTY USE ONLY	
Assigned Program Analyst:	
Assigned Contract Analyst:	

EXHIBIT X4 (MANDATED PROGRAM SERVICES FOR LTCOP STATE GENERAL FUNDS TITLE III B)

Program Services: Title III-B (OCA General Ombudsman Fund)
Fiscal Year: 2019-20
Subaward/Contract Number: [Enter Subaward Number]
Amendment Number: _____ **Modification Number:** _____
Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. Service Unit Summary

		(A) Sup Dist 1		(B) Sup Dist 2		(C) Sup Dist 3		(D) Sup Dist 4		(E) Sup Dist 5		(F) TOTAL	
Number of Unduplicated Clients													
Number of Complaints (1)													
Service Category		Units (2)	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units	Funding Amount	Units (3)	Funding Amount (4)
Resident-Level Advocacy Complaint Resolution	MACS (5)											0	$ -
	SF (6)											0	$ -
Resident-Level Advocacy Information & Consultation to Individuals	MACS											0	$ -
	SF											0	$ -
Facility Monitoring/Coverage. LTC Family Consultation & Training and Establishment of an On-going Presence	MACS											0	$ -
	SF											0	$ -
Resident Council Development & Support/Family Council Development & Support	MACS											0	$ -
	SF											0	$ -
Advance Health Care Directive and Property Transfer Witnessing	MACS											0	$ -
	SF											0	$ -
System-Level Advocacy	MACS											0	$ -
	SF											0	$ -
Referrals	MACS											0	$ -
	SF											0	$ -
OSCLTCO Supplemental Activites	MACS											0	$ -
	SF											0	$ -
Equipment (7)	MACS												$ -
	SF												$ -
TOTAL	MACS	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	SF	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Grand Total	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -

NOTE:

(1) Please enter the number of complaints for each Supervisorial District.

(2) Please enter the number of Units for each Service Category to be provided using MACS and SF. If MACS and SF will both be used to provide the same Units then enter the number of Units for MACS only. If additional Units will be provided using SF then enter the number of SF Units.

(3) The Grand Total Units under column (F) Total shall match the Grand Total Units reflected in Section II (Service Units by Month) column (M) Total.

(4) The Grand Total Funding Amount under column (F) Total shall match the Grand Total Funding Amount reflected in the Budget (cover page) column (F) Total Funding.

(5) MACS: Maximum Annual Contract Sum

(6) SF: Subrecipient's Funds

(7) Enter the approved amount of equipment purchase(s) that is reflected on the budget.

EXHIBIT X4 (MANDATED PROGRAM SERVICES FOR LTCOP STATE GENERAL FUNDS TITLE III B)

Program Services: **Title III-B (OCA General Ombudsman Fund)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipients's Legal Name: [Enter Subrecipient's Legal Name]

II. Service Units By Month

Service Category	**(A) Jul**	**(B) Aug**	**(C) Sep**	**(D) Oct**	**(E) Nov**	**(F) Dec**	**(G) Jan**	**(H) Feb**	**(I) Mar**	**(J) Apr**	**(K) May**	**(L) Jun**	**(M) TOTAL (1)**
Resident-Level Advocacy Complaint Resolution													0
Resident-Level Advocacy Information & Consultation to Individuals													0
Facility Monitoring/Coverage. LTC Family Consultation & Training and Establishment of an On-going Presence													0
Resident Council Development & Support/Family Council Development & Support													0
Advance Health Care Directive and Property Transfer Witnessing													0
System-Level Advocacy													0
Referrals													0
OSCLTCO Supplemental Activites													0
Grand Total	-	-	-	-	-	-	-	-	-	-	-	-	-

NOTE:
(1) The Grand Total Units under column (M) Total shall match the Grand Total Units reflected in Section I (Service Unit Summary) column (F) Total.

EXHIBIT X4 (MANDATED PROGRAM SERVICES FOR LTCOP STATE GENERAL FUNDS TITLE III B)

Program Services: **Title III-B (OCA General Ombudsman Fund)**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

III. Site Summary

	Site Name	Sup District(s) Served	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
2	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
3	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
4	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
5	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
6	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
7	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
8	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
9	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
10	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
11	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]

EXHIBIT X5 (MANDATED PROGRAM SERVICES FOR LTCOP LTC CITATION PENALTY ACCOUNT-SPECIAL DEPOSIT FUND)

Program Services: **Long Term Care Facility Citation Penalty Account-Special Deposit Fund**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Address]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	***State***	***Zip Code***

[Enter Address]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	***State***	***Zip Code***

[Mr./Ms.]	[Enter Name]	[Enter Title]	[Enter Number]		{Enter E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail Address]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail Address]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

COUNTY USE ONLY	
Assigned Program Analyst:	
Assigned Contract Analyst:	

EXHIBIT X5 (MANDATED PROGRAM SERVICES FOR LTCOP LTC CITATION PENALTY ACCOUNT-SPECIAL DEPOSIT FUND)

Program Services: **Long Term Care Facility Citation Penalty Account-Special Deposit Fund**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. Service Unit Summary

		(A) Sup Dist 1		(B) Sup Dist 2		(C) Sup Dist 3		(D) Sup Dist 4		(E) Sup Dist 5		(F) TOTAL	
Number of Trained Ombudsman Staff and Volunteers (1)													
Service Category		**Units (2)**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units (3)**	**Funding Amount (4)**
Staff and Volunteer Recruitment/Retention	MACS (5)											0	$ -
	SF (6)											0	$ -
Staff and Volunteer Training	MACS											0	$ -
	SF											0	$ -
Augmentation of LTCO Program Services	MACS											0	$ -
	SF											0	$ -
Equipment (7)	MACS												$ -
	SF												$ -
TOTAL	MACS	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	SF	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Grand Total	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -

NOTE:

(1) Please enter the number of trained Ombudsman Staff and Volunteers for each Supervisorial District.

(2) Please enter the number of Units for each Service Category to be provided using MACS and SF. If MACS and SF will both be used to provide the same Units then enter the number of Units for MACS only. If additional Units will be provided using SF then enter the number of SF Units.

(3) The Grand Total Units under column (F) Total shall match the Grand Total Units reflected in Section II (Service Units by Month) column (M) Total.

(4) The Grand Total Funding Amount under column (F) Total shall match the Grand Total Funding Amount reflected in the Budget (cover page) column (F) Total Funding.

(5) MACS: Maximum Annual Contract Sum

(6) SF: Subrecipient's Funds

(7) Enter the approved amount of equipment purchase(s) that is reflected on the budget.

EXHIBIT X5 (MANDATED PROGRAM SERVICES FOR LTCOP LTC CITATION PENALTY ACCOUNT-SPECIAL DEPOSIT FUND)

Program Services: **Long Term Care Facility Citation Penalty Account-Special Deposit Fund**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipients's Legal Name: [Enter Subrecipient's Legal Name]

II. Service Units By Month

Service Category	(A) Jul	(B) Aug	(C) Sep	(D) Oct	(E) Nov	(F) Dec	(G) Jan	(H) Feb	(I) Mar	(J) Apr	(K) May	(L) Jun	(M) TOTAL (1)
Staff and Volunteer Recruitment/Retention													0
Staff and Volunteer Training													0
Augmentation of LTCO Program Services													0
Grand Total	-	-	-	-	-	-	-	-	-	-	-	-	-

NOTE:

(1) The Grand Total Units under column (M) Total shall match the Grand Total Units reflected in Section I (Service Unit Summary) column (F) Total.

EXHIBIT X5 (MANDATED PROGRAM SERVICES FOR LTCOP LTC CITATION PENALTY ACCOUNT-SPECIAL DEPOSIT FUND)

Program Services: **Long Term Care Facility Citation Penalty Account-Special Deposit Fund**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

III. Site Summary

	Site Name	Sup District(s) Served	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
2	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
3	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
4	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
5	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
6	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
7	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
8	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
9	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
10	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
11	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]

EXHIBIT X6 (MANDATED PROGRAM SERVICES FOR LTCOP PUBLIC HEALTH LICENSING AND CERTIFICATION PROGRAM)

Program Services: **State Public Health Licensing and Certification**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Address]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	***State***	***Zip Code***

[Enter Address]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	***State***	***Zip Code***

[Mr./Ms.]	[Enter Name]	[Enter Title]	[Enter Number]		{Enter E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail Address]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail Address]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

COUNTY USE ONLY	
Assigned Program Analyst:	
Assigned Contract Analyst:	

EXHIBIT X6 (MANDATED PROGRAM SERVICES FOR LTCOP PUBLIC HEALTH LICENSING AND CERTIFICATION PROGRAM)

Program Services: **State Public Health Licensing and Certification**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. Service Unit Summary

		(A) Sup Dist 1		(B) Sup Dist 2		(C) Sup Dist 3		(D) Sup Dist 4		(E) Sup Dist 5		(F) TOTAL	
Number of Trained Ombudsman Staff and Volunteers (1)													
Service Category		**Units (2)**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units (3)**	**Funding Amount (4)**
Staff and Volunteer Recruitment/Retention	MACS (5)											0	$ -
	SF (6)											0	$ -
Staff and Volunteer Training	MACS											0	$ -
	SF											0	$ -
Augmentation of LTCO Program Services	MACS											0	$ -
	SF											0	$ -
Equipment (7)	MACS												$ -
	SF												$ -
TOTAL	MACS	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	SF	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Grand Total	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -

NOTE:

(1) Please enter the number of trained Ombudsman Staff and Volunteers for each Supervisorial District.

(2) Please enter the number of Units for each Service Category to be provided using MACS and SF. If MACS and SF will both be used to provide the same Units then enter the number of Units for MACS only. If additional Units will be provided using SF then enter the number of SF Units.

(3) The Grand Total Units under column (F) Total shall match the Grand Total Units reflected in Section II (Service Units by Month) column (M) Total.

(4) The Grand Total Funding Amount under column (F) Total shall match the Grand Total Funding Amount reflected in the Budget (cover page) column (F) Total Funding.

(5) MACS: Maximum Annual Contract Sum

(6) SF: Subrecipient's Funds

(7) Enter the approved amount of equipment purchase(s) that is reflected on the budget.

EXHIBIT X6 (MANDATED PROGRAM SERVICES FOR LTCOP PUBLIC HEALTH LICENSING AND CERTIFICATION PROGRAM)

Program Services: **State Public Health Licensing and Certification**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipients's Legal Name: [Enter Subrecipient's Legal Name]

II. Service Units By Month

Service Category	(A) Jul	(B) Aug	(C) Sep	(D) Oct	(E) Nov	(F) Dec	(G) Jan	(H) Feb	(I) Mar	(J) Apr	(K) May	(L) Jun	(M) TOTAL (1)
Staff and Volunteer Recruitment/Retention													0
Staff and Volunteer Training													0
Augmentation of LTCO Program Services													0
Grand Total	-	-	-	-	-	-	-	-	-	-	-	-	-

NOTE:
(1) The Grand Total Units under column (M) Total shall match the Grand Total Units reflected in Section I (Service Unit Summary) column (F) Total.

EXHIBIT X6 (MANDATED PROGRAM SERVICES FOR LTCOP PUBLIC HEALTH LICENSING AND CERTIFICATION PROGRAM)

Program Services: **State Public Health Licensing and Certification**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

III. Site Summary

	Site Name	Sup District(s) Served	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
2	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
3	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
4	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
5	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
6	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
7	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
8	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
9	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
10	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
11	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]

EXHIBIT X7 (MANDATED PROGRAM SERVICES FOR LTCOP SKILLED NURSING FACILITY QUALITY AND ACCOUNTABILTY FUND)

Program Services: **Skilled Nursing Facility Quality and Accountability Fund**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Address]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	***State***	***Zip Code***

[Enter Address]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	***State***	***Zip Code***

[Mr./Ms.]	[Enter Name]	[Enter Title]	[Enter Number]		{Enter E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail Address]
Prefix	**Project Manager**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

[Mr./Ms.]	[Enter Name]	[Enter Title]	[Enter Number]		[Enter E-Mail Address]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	***Ext.***	***E-Mail Address***

COUNTY USE ONLY	
Assigned Program Analyst:	
Assigned Contract Analyst:	

EXHIBIT X7 (MANDATED PROGRAM SERVICES FOR LTCOP SKILLED NURSING FACILITY QUALITY AND ACCOUNTABILTY FUND)

Program Services: **Skilled Nursing Facility Quality and Accountability Fund**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. Service Unit Summary

		(A) Sup Dist 1		(B) Sup Dist 2		(C) Sup Dist 3		(D) Sup Dist 4		(E) Sup Dist 5		(F) TOTAL	
Number of Trained Ombudsman Staff and Volunteers (1)													
Service Category		**Units (2)**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units**	**Funding Amount**	**Units (3)**	**Funding Amount (4)**
Staff and Volunteer Recruitment/Retention	MACS (5)											0	$ -
	SF (6)											0	$ -
Staff and Volunteer Training	MACS											0	$ -
	SF											0	$ -
Augmentation of LTCO Program Services	MACS											0	$ -
	SF											0	$ -
Equipment (7)	MACS												$ -
	SF												$ -
TOTAL	MACS	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	SF	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Grand Total	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -

NOTE:

(1) Please enter the number of trained Ombudsman Staff and Volunteers for each Supervisorial District.

(2) Please enter the number of Units for each Service Category to be provided using MACS and SF. If MACS and SF will both be used to provide the same Units then enter the number of Units for MACS only. If additional Units will be provided using SF then enter the number of SF Units.

(3) The Grand Total Units under column (F) Total shall match the Grand Total Units reflected in Section II (Service Units by Month) column (M) Total.

(4) The Grand Total Funding Amount under column (F) Total shall match the Grand Total Funding Amount reflected in the Budget (cover page) column (F) Total Funding.

(5) MACS: Maximum Annual Contract Sum

(6) SF: Subrecipient's Funds

(7) Enter the approved amount of equipment purchase(s) that is reflected on the budget.

EXHIBIT X7 (MANDATED PROGRAM SERVICES FOR LTCOP SKILLED NURSING FACILITY QUALITY AND ACCOUNTABILTY FUND)

Program Services: **Skilled Nursing Facility Quality and Accountability Fund**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipients's Legal Name: [Enter Subrecipient's Legal Name]

II. Service Units By Month

Service Category	**(A) Jul**	**(B) Aug**	**(C) Sep**	**(D) Oct**	**(E) Nov**	**(F) Dec**	**(G) Jan**	**(H) Feb**	**(I) Mar**	**(J) Apr**	**(K) May**	**(L) Jun**	**(M) TOTAL (1)**
Staff and Volunteer Recruitment/Retention													0
Staff and Volunteer Training													0
Augmentation of LTCO Program Services													0
Grand Total	-	-	-	-	-	-	-	-	-	-	-	-	-

NOTE:
(1) The Grand Total Units under column (M) Total shall match the Grand Total Units reflected in Section I (Service Unit Summary) column (F) Total.

EXHIBIT X7 (MANDATED PROGRAM SERVICES FOR LTCOP SKILLED NURSING FACILITY QUALITY AND ACCOUNTABILTY FUND)

Program Services: **Skilled Nursing Facility Quality and Accountability Fund**

Fiscal Year: 2019-20

Subaward/Contract Number: [Enter Subaward Number]

Amendment Number: _____ **Modification Number:** _____

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

III. Site Summary

	Site Name	Sup District(s) Served	Site Address	Public Phone Number	Site Manager/ Phone Number	Hours of Operation		
						M-F	Sat	Sun
1	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
2	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
3	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
4	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
5	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
6	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
7	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
8	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
9	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
10	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]
11	[Enter Site Name]	[Enter Sup. Dist.]	[Enter Site Address]	[Enter Public Phone Number]	[Enter Manager's Name and Phone Number]	[Enter hours for Mon.-Fri.]	[Enter hours for Sat.]	[Enter hours for Sun.]

EXHIBIT Y (LIST OF LOWER TIER SUBAWARDS)

Select the certification below that is applicable to Subrecipient's use of lower tier subrecipient(s)/lower tier subaward(s):

☐ Subrecipient intends to use lower tier subrecipient(s)/subaward(s) to provide Program Services (details are provided in the chart below).

☐ Subrecipient will not use lower tier subrecipient(s)/subaward(s) to provide Program Services.

Lower Tier Subrecipient		Contact Person's Name and Phone Number	Description of the Work/Services to be Performed	Program Funding Source	Lower Tier Subaward Amount
Legal Name	Address and Phone Number				
Click here to enter text.	Click here to enter address. Click here to enter phone number.	Click here to enter name. Click here to enter phone number.	Click here to enter text.	Choose an item. Click here to enter text for "Other".	Click here to enter amount.
Click here to enter text.	Click here to enter address. Click here to enter phone number.	Click here to enter name. Click here to enter phone number.	Click here to enter text.	Choose an item. Click here to enter text for "Other".	Click here to enter amount.
Click here to enter text.	Click here to enter address. Click here to enter phone number.	Click here to enter name. Click here to enter phone number.	Click here to enter text.	Choose an item. Click here to enter text for "Other".	Click here to enter amount.
Click here to enter text.	Click here to enter address. Click here to enter phone number.	Click here to enter name. Click here to enter phone number.	Click here to enter text.	Choose an item. Click here to enter text for "Other".	Click here to enter text.

EXHIBIT Z
(COST ALLOCATION PLAN)

Subrecipient's Cost Allocation Plan is included herein by reference, and shall be completed and submitted as directed pursuant to Subparagraph 9. 21.1 (Cost Allocation Plan for Cost Reimbursement Activities).