

APPENDIX C
(SAMPLE CONTRACT)



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT,
AGING AND COMMUNITY SERVICES

AND

Subrecipient

FOR

NATIVE AMERICAN HOUSING INSECURITY & HOMELESSNESS
PROGRAM

CONTRACT NUMBER _____

CONTRACT PERIOD: FEBRUARY 2022 – JUNE 30, 2022

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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:

**510 South Vermont
Avenue, 11th Floor Los
Angeles, CA 90020**

and

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

Contractor's Business Address:

**[@ Supplier Address Line1 @]
[@ Supplier City @], CA [@ Supplier Zip Code @]**

WHEREAS, the County of Los Angeles' Board of Supervisors ("Board") desires to address the longstanding disparities and limited community investments in the most underserved and impacted communities in County; and

WHEREAS, the Board desires to use locally generated unrestricted revenue to invest in communities and alternatives to incarceration to address the impact of injustice---in particular within the criminal justice systems--and the Board does not wish to use these funds for carceral systems and law enforcement agencies; and

WHEREAS, public and community input and ideas were gathered by County on a potential spending plan that would quickly move funds to community-based organizations; and

WHEREAS, on August 10, 2021, the Board further authorized the Chief Executive Officer to contract with organizations to provide the Native American Housing Insecurity & Homelessness Program ("Program") the following services and Programs targeted at American Indian and Alaska Native clients: a rent burden housing subsidy program; organizational capacity building efforts related to housing insecurity and homelessness; and individual and family level supportive services related to housing insecurity and homelessness and

WHEREAS, pursuant to Government Code section 26227, County Board of Supervisors may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of County; and

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

WHEREAS, Contractor warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide Program Services within County's jurisdictional boundaries for Supervisorial Districts 1, 2, 3, 4 and 5 throughout the term of this Contract; and

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

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

WHEREAS, on August 10, 2021, the Los Angeles County Board of Supervisors authorized the Acting 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 Contract.

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

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, D, E, F, G1, H, I, O, P, Q, R, S, U, V, W, Z, AA, and EE are attached to and form a part of this Contract. This Contract constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2 Contractor's Proposal submitted in response to the Native American Housing Insecurity & Homelessness Program Request for Statement of Interests (RFSI) is incorporated and made part of this Contract. Contractor's misrepresentation of any required element in its Proposal submitted in response to the RFSI shall be considered an event of default and this Contract may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 References in this Contract to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: <http://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 Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.
- 1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority:
 - 1.6.1 Exhibit A (Statement of Work)

- 1.6.2 Exhibit D (Contractor's Equal Employment Opportunity Certification)
- 1.6.3 Exhibit E (County's Administration)
- 1.6.4 Exhibit F (Contractor's Administration)
- 1.6.5 Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement)
- 1.6.6 Exhibit H (Jury Service Ordinance)
- 1.6.7 Exhibit I (Safely Surrendered Baby Law)
- 1.6.8 Exhibit O (Charitable Contributions Certification)
- 1.6.9 Exhibit P (Definitions)
- 1.6.10 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.11 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.12 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)
- 1.6.13 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)
- 1.6.14 Exhibit V (Contract Management System – Contractor's Gateway Terms and Conditions of Use)
- 1.6.15 Exhibit Y (List of Lower Tier Contracts)
- 1.6.16 Exhibit W (Budget)
- 1.6.17 Exhibit Z (Cost Allocation Plan)
- 1.6.18 Exhibit AA (Contractor's Compliance with Encryption Requirements)
- 1.6.19 Exhibit EE (Information Security and Privacy Requirements)
- 1.7 Intentionally Omitted
- 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 Contractor pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and shall form a part of this Contract. Contractor 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 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 "Contract By and Between County of Los Angeles Workforce Development, Aging and Community Services and [@ Supplier Name @] for [@ Program Name @] Contract Number [@ PO Document Number @] Contract Period [@ Contract 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 Contract, Contractor, Lower Tier Contract and Lower Tier Contractor 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 Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 In the performance of this Contract, Contractor shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Contract (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Contractor acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Contract, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Contract.
- 3.5 Contractor's performance under the requirements of this Contract will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Contractor shall provide Services and expend the Contract Sum allocated for any Fiscal Year under this Contract as stated in: Paragraph 5.0 (Contract Sum); Exhibit A (Statement of Work) and Budget exhibit(s).
- 3.6 At County's request, Contractor shall complete a new Budget exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents shall be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.
- 3.7 Contractor acknowledges that this Contract includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work). These Requirements will be used to measure Contractor's performance of the Contract and the Work. Contractor shall adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work).
- 3.8 The Contract Sum allocated for any Fiscal Year under this Contract and the Services associated with those funds may be reduced from Contractor's allocation and reallocated to other Program Contractors that are performing and/or expending at a higher level and qualify for increases if Contractor fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Contract Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Contract Sum).
- 3.9 Contractor agrees that the performance of Work and Services pursuant to the requirements of this Contract shall conform to accepted professional standards.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) months commencing upon execution by the parties, and shall continue through June 30, 2022, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Contract. The term of this Contract 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 Contract term for up to two (2) additional one (1) year periods for a maximum total Contract term of two (2) years and five (5) months. 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 Contractor acknowledges County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
- 4.4 Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

5.1.1 Cost Reimbursement Contract

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

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

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

5.1.2 Funding Allocations

5.1.2.1 During the term of this Contract, Contractor shall receive funding for providing the Services outlined in this Contract, and this funding shall be allocated to Contractor on an annual basis for each Fiscal Year period ("Contract Sum"). The Contract Sum for the first Fiscal Year of

this Contract ("Contract Sum Year 1") is **\$[@ Year 1 Annual Sum. @]**. The Contract Sum for each Fiscal Year following the first Fiscal Year is projected to remain at the level of **\$[@ Year 1 Annual Sum. @]**. The combined total of all Contract Sums to be allocated during the term of this Contract is estimated to be **\$[@ Maximum Contract Sum @]** ("Maximum Contract Sum"). Contractor acknowledges that both the projected funding for each Fiscal Year following the first Fiscal Year and the projected Maximum Contract Sum are estimates only.

5.1.2.2 In the event that County exercises its renewal options under this Contract, the projected funding will be allocated to Contractor annually for each Fiscal Year that this Contract is renewed as follows: **\$[@ Maximum Annual Contract Sum (Year 4) @]** ("Contract Sum Year 4"); **\$[@ Maximum Annual Contract Sum (Year 5) @]** ("Contract Sum Year 5"). If County exercises all renewal options under this Contract, the Maximum Contract Sum is projected to be **\$[@ Maximum Contract Sum (Alternate) @]**.

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

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

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

5.1.3.2 Intentionally Omitted

5.2 **WRITTEN APPROVAL FOR REIMBURSEMENT**

5.2.1 Contractor shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Contract, 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 CONTRACT SUM**

5.3.1 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum allocated for any Fiscal Year under this Contract. Upon occurrence of this event, Contractor 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 CONTRACT

- 5.4.1 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, Contractor 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 Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

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

which final Services were provided during the Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Contractor shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

- 5.5.4.2 Contractor shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Contractor shall not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Contractor takes the appropriate measures to adhere to these requirements.
- 5.5.4.3 When Contractor does not incur any expenditures for the month of Service, Contractor shall prepare an invoice as directed by County so that the invoice reflects zero dollars (\$0) expenditures. Contractor shall submit the invoice according to the procedures outlined herein and as further directed by County.
- 5.5.4.4 Contractor is responsible for the accuracy of invoices submitted to County. Contractor shall reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Contractor and County agree as follows:
 - 5.5.4.4.1 When County or its designee discovers that Contractor has been overpaid, County will send Contractor written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Contractor that exceeds the Contract Sum allocated for any Fiscal Year under this Contract. Contractor 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 Contractor receives or discovers any overpayment from County, Contractor shall immediately notify County's Compliance Manager in writing of such overpayment. Contractor 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 Contractor may be used to offset future payments due Contractor.
- 5.5.4.5 Contractor shall submit a complete, accurate, verifiable and timely invoice for each month of Service as directed above. Contractor shall also submit a complete, accurate, verifiable and timely final year-end invoice as also directed above. Contractor's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Contractor's continued non-compliance with County's

invoicing policies and procedures may lend Contractor to remedies which County may impose at County's sole discretion.

5.5.5 County Approval of Invoices

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

5.5.6 Payments to Contractor

- 5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Contract as well as those provided by County, County agrees to pay Contractor for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Contractor will be made in arrears on a monthly basis for Services performed, provided that Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those Services expressly authorized by this Contract.
- 5.5.6.2 Payments to Contractor 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 Contractor pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Contractor shall promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Contractor submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.
- 5.5.6.3 All payments for Services provided under the terms of this Contract shall be made to Contractor using Contractor's legal name and tax payer identification number. Contractor shall not request payments to be made to third-party vendors or any vendor which Contractor may use in the performance of this Contract (i.e., Lower Tier Contractors). For purposes of this Contract, Contractor's legal name is identified as the name on Contractor's articles of incorporation, charter or other legal document that was used to create Contractor's organization.

5.5.6.4 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 Contract, Contractor and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted, provided that sufficient funds remain available under this Contract.

5.5.6.5 Intentionally Omitted

5.5.7 Contract-Related Documents

5.5.7.1 Contractor shall complete all Contract-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Contractor's failure to timely submit Contract-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Contractor or other remedies provided by law or under this Contract. Such documents shall include, but are not limited to, the documents outlined in Subparagraph 9.20 (Contract Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit D (Contractor's Equal Employment Opportunity Certification); Exhibit F (Contractor's Administration); Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Budget exhibit(s); Exhibit Y (List of Lower Tier Contracts); Exhibit Z (Cost Allocation Plan); Exhibit AA (Contractor's Compliance with Encryption Requirements); and EE (Information Security and Privacy Requirements).

5.5.8 Intentionally Omitted

5.6 COST OF LIVING ADJUSTMENTS

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

formally approved and executed by the parties. At no time shall any increase in the Contract hourly, daily, monthly or Unit Rate amount, or COLA adjustment, ever result in the Contract Sum exceeding the Maximum Annual Contract Sum or Maximum Contract Sum.

5.7 LIMITATIONS ON USE OF CONTRACT SUMS

5.7.1 Contract 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 Contractor in the operation of this Contract shall be in compliance and in conformity with Title 2 Code of Federal Regulations Part 200 et seq. Contractor shall comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Contractor shall be responsible for obtaining 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?tpl=/ecfrbrowse/Title02/2cfr2>.

5.7.3 Limitations on Contract Sums

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

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

5.7.4 Prohibitions on Contract Sums

5.7.4.1 Contractor 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 Contract, grant, loan or cooperative agreement. Contractor shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all Lower Tier Contractors under this Contract also fully comply with such certification and disclosure requirements.

5.7.4.2 No materials, property, or Services contributed to County or Contractor under this Contract shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, 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 Contract 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 Contract 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 Contract Sums.

5.8 OTHER CONTRACTS

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

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

5.9 JOINT FUNDING REVENUES

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

5.10 INTENTIONALLY OMITTED

5.11 INTENTIONALLY OMITTED

5.12 INTENTIONALLY OMITTED

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/ Contract (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 Contractor (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 CONTRACT - COUNTY

6.1 COUNTY ADMINISTRATION

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

6.2 COUNTY'S CONTRACT MANAGER

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

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 Contractor'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 Contractor. However, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 COUNTY'S COMPLIANCE MANAGER

- 6.4.1 The role of County's Compliance Manager or his/her designee may include:
- 6.4.1.1 Verifying Contractor's compliance with the requirements of this Contract.

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

6.4.1.3 Ensuring that the objectives of this Contract are met.

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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR ADMINISTRATION

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

7.2 CONTRACTOR'S PROJECT MANAGER

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

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

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

7.3 APPROVAL OF CONTRACTOR'S STAFF

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

7.4 CONTRACTOR'S STAFF IDENTIFICATION

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

7.4.2 Contractor's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Contractor's staff may be asked by a County representative to leave a County facility if Contractor's staff does not have the photo identification badge on

his/her person and Contractor's staff must immediately comply with such request.

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

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

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

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

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

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

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

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

7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).

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

- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 No member of Contractor's staff providing Services under this Contract shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.5.5 Contractor and its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Contractors who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Contract, providing Services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Program Manager. Contractor shall inform its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Contractors who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Contract, providing Services under this Contract of said obligation. Contractor shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.
- 7.5.6 Contractor shall immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Contractor staff, independent contractor, volunteer or Lower Tier Contractor who may come in contact with children, elderly individuals or dependent adults while providing Services under this Contract when such information becomes known to Contractor. Contractor shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.
- 7.5.7 Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.5 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.6 CONFIDENTIALITY

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Lower Tier Contractors, to comply with this Subparagraph 7.6, Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's

indemnification obligations under this Subparagraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and Lower Tier Contractors providing Services hereunder of the confidentiality provisions of this Contract.

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

7.6.5 **Unauthorized Disclosure**

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

7.6.5.2 Contractor and any approved Lower Tier Contractor 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 Contract, except for statistical information that does not identify any Client.

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

7.6.5.5 Contractor and any approved Lower Tier Contractor may allow Client to authorize the release of information to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a

blank release, nor shall Contractor accept such blanket authorization from Client.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which materially affects the Scope of Work, Contract Term, Contract Sum, payments, or any other term or condition included under this Contract, an Amendment to this Contract shall be prepared by County and executed by 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 Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Contract shall be prepared by County and executed by 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 Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to this Contract shall be prepared by County and executed by 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 Contract as described in this Subparagraph 8.1:
 - 8.1.4.1 County may initiate a unilateral Amendment to this Contract at any time when required by Federal, State or County laws or policies, and shall immediately notify Contractor of said Amendment and the justification thereto.
 - 8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Contract accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Contractor.
- 8.1.5 **Change Notice**
 - 8.1.5.1 For any change which does not affect the Scope of Work performed under this Contract, the Contract Term or Contract Sum, and does not otherwise materially change any other term or condition under this Contract, County reserves the right to initiate such change(s) through a Change Notice 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 Contract. Such Change Notice shall be provided to Contractor at least ten (10) days prior to its effective date and Contractor shall adhere to the

requirements as specified therein. Contractor's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Contract or other remedies under this Contract as determined by County at its sole discretion.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS.

- 8.2.1 Contractor (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 Contract (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 Contract (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 Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority ("Authorized Representative").
- 8.3.2 Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work). In the event that 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 Authorized Representative, and this authority must also be evidenced in writing by Authorized Representative. Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).

8.3.3 Board of Directors' Resolution

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

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

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

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 Contract correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Contract.

8.5 COMPLAINTS

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

Manager with Contractor's policy for receiving, investigating and responding to Client complaints.

- 8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County's Program Manager for approval before implementation.
- 8.5.5 Contractor 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 Contractor shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Contractor 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 Contractor shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Contractor. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.
- 8.5.10 At a minimum, Contractor shall incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

8.6 COMPLIANCE WITH APPLICABLE LAWS

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference, including, but not limited to, 49 USC 5317, Federal Transit Administration Circular 9045.1, and other Federal requirements as referenced in Exhibit BB (Additional Federally Required Provisions).
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Lower Tier Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (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 Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's Equal Employment Opportunity Certification). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit D to County's 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 Contract Sum is one hundred thousand dollars (\$100,000) or more, Contractor shall not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between

employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph 8.7.2, "Contract" includes Contracts and contracts awarded by County to Contractor with a cumulative amount of one hundred thousand dollars (\$100,000) or more for the Fiscal Year or Program Year (where the Contract or contract funds originate from the State).

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

8.8.1.1 This Contract (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 Contractor (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 Contractor (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 Contract (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 Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's 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 Contract.

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

- 8.10.1 Should Contractor (that is, "Contractor") require additional or replacement personnel after the effective date of this Contract (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 Contractor (that is, "Contractor") require additional or replacement personnel after the effective date of this Contract (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 Contractor (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 Contract (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 Contractor (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 Contract (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 Contractor (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 Contractor (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 Contractors (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 Contractor (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 any approved Lower Tier Contractors (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 Contractor (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 Contract (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 Contractor's (that is, "Contractor's") performance under this Contract (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 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (Public Law 99-603) as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

- 8.18.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 8.18.2 County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Contract and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to these documents.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier Contractors), 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 Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Lower Tier Contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Contractor" and "Lower Tier Contractors" mean Lower Tier Contractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

8.23 INDEMNIFICATION

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County's Contract Manager not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Lower Tier Contractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding 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 Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Workforce Development, Aging and Community Services
Contracts Management Division
Attention: County's Contract Manager
210 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Change(s) in Insurance

8.24.4.1 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, 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 Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

8.24.5.1 Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County

may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Lower Tier Contractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 Automobile Liability

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

8.25.3 Workers Compensation and Employers' Liability

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

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

8.25.4 Crime Coverage

8.25.4.1 A Fidelity Bond or Crime Insurance policy with limits of not less than fifty thousand dollars (\$50,000) per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 Professional Liability, Errors and Omissions Coverage

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

8.25.6 Intentionally Omitted

8.25.7 Sexual Misconduct Liability

8.25.7.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.8 Intentionally Omitted

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

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

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

8.26.3 Remedies for Non-Performance of Contract

- 8.26.3.1 County may deduct from Contractor's payment, pro rata, those applicable portions of the monthly Contract 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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be one hundred dollars (\$100) or as specified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). Contractor shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Contractor.
- 8.26.3.3 Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 8.26.4 The action noted in Subparagraph 8.26.3 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.5 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Exhibit A (Statement of Work), Attachment 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 Contract as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) or assessing actual costs of the damage.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 Contractor (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 (Contractor's Equal Employment Opportunity Certification).
- 8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with any approved Lower Tier Contractors (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 Contract (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 Contractor. This Contract shall not restrict County from

acquiring similar, equal or like goods and/or Services from other entities or sources.

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

- 8.31.1 Contractor shall bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Contractor regarding the performance of Services as stated in this Contract. 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 Contractor shall notify its employees, and shall require each Lower Tier Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Contractor shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: www.irs.gov

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

- 8.33.1 Contractor (that is, "Contractor") shall notify and provide to its employees, and shall require each Lower Tier Contractor (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 Contract (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 Contract shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 PUBLICITY

- 8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its Services and related Clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 Contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager. County shall not unreasonably withhold written consent.
- 8.37.2 Without the prior written consent of County, Contractor may indicate in its proposals and sales materials that it has been granted this Contract with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.
- 8.37.3 Contractor shall not use or display the official seal of County of Los Angeles or the logo of 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 AND INSPECTION/AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

- 8.38.1.1 Contractor shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Contract in

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

- 8.38.1.2 Contractor shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Contract and until an audit of this Contract 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 Contract, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Contractor in writing).
- 8.38.1.3 All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.1.4 After the authorized retention period has expired, Contractor shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Contractor shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Contractor shall notify County's 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 Contractor agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General, General Accounting Office, and Federal Transit Administration as referenced in Exhibit BB (Additional Federally Required Provisions) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract any books, documents, papers and records of Contractor that are directly pertinent to this Contract (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Contract shall not be limited to the authorized retention period but shall last as long as the records are retained.

- 8.38.2.2 If this Contract (or any part thereof) is terminated, Contractor shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Contract. Contractor shall ensure that any resource directories and all Client records remain the property of County upon termination of this Contract, and that they are returned to County or transferred to another Contractor as instructed by County in writing.
- 8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Contractor shall maintain all records relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Contractor in writing.
- 8.38.2.4 County reserves the right to take physical custody of Contractor's records when any of the following situations occur: in the event that a potential litigation may be levied against Contractor for its Work performed under this Contract; when County determines that Contractor is at a high risk of ceasing its operations during any time within the Contract term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Contractor terminate the contractual relationship. For purposes of this Contract, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 Monitoring Reviews

- 8.38.3.1 Contractor shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Contract-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Contractor as well as the criteria for determining the persons to be served (Clients). Contractor shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Contractor's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Contract. Contractor shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) shall not unreasonably interfere with Contractor's performance. The requirements of this Subparagraph 8.38 shall also apply to Lower Tier Contractors providing Services on behalf of Contractor.
- 8.38.3.2 County will monitor Contractor's Services provided under this Contract on a regular basis and County may conduct unannounced site visits to ensure Contractor's compliance with this Contract. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of

follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Contractor employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Contractor are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

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

8.38.4 **Independent Audit Requirements**

- 8.38.4.1 Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend \$750,000 or more in a year in Federal awards, including pass-through awards, shall obtain an annual audit (either a single audit or a Program-specific audit). When Contractor's organization meets this requirement (as specified in Title 2 Code of Federal Regulations Part 200.500 et seq.), Contractor shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Contractor shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Contractor shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in 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). Contractor 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 Contractor for any Fiscal Year (or Program Year), Contractor shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Contract Sums, the Program and Services. Contractor shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

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

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

8.38.5 Failure to Comply with Requirements

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

8.39 RECYCLED BOND PAPER

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

8.40 LOWER TIER CONTRACT

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

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

- 8.40.2.1 Lower Tier Contractor's name and contact information; a description of the Work to be performed by Lower Tier Contractor; Lower Tier Contract number; and Lower Tier Contract amount.
- 8.40.2.2 A draft copy of the proposed Lower Tier Contract.
- 8.40.2.3 Other pertinent information and/or certifications requested by County.
- 8.40.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Contractor in the same manner and to the same degree as if such Lower Tier Contractor(s) was Contractor's employee.
- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to grant through a Lower Tier Contract, notwithstanding County's approval of Contractor's proposed Lower Tier Contract.
- 8.40.5 County's consent to allow Contractor to enter into a Lower Tier Contract with a third-party shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Contractor employees, providing Services under this Contract. Contractor is responsible for notifying any approved Lower Tier Contractors 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 Contract and Lower Tier Contractor employees. After County's approval of the Lower Tier Contract, Contractor shall forward a copy of the fully executed Lower Tier Contract to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Lower Tier Contractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Contractor to enter into such Lower Tier Contract(s).
- 8.40.8 Contractor shall obtain current valid certificates of insurance, which establish that each Lower Tier Contractor maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Contractor Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance shall also indicate the Lower Tier Contract number for each Lower Tier Contractor. Before any Lower Tier Contractor employee performs any Work hereunder, Contractor shall ensure delivery of all such documents to County's Contract Manager or designee.
- 8.40.9 Amending a Lower Tier Contract may be initiated by either Contractor or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Contractor shall comply with County's request. All Lower Tier Contract amendments are subject to review and must be approved in writing by County before they are executed. Contractor shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County up to thirty (30) days to complete its review process. After County's approval of Contractor's amendment, Contractor shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.

- 8.40.10 Contractor shall adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Contractor(s) and/or vendor services using Contract Sums.
- 8.40.11 In the event County approves Contractor's request to delegate any part of the requirements of this Contract through a Lower Tier Contract, all applicable provisions and requirements of this Contract shall be made applicable to such Lower Tier Contract. To this end, Contractor shall include the following provision in the Lower Tier Contract: This agreement is a Lower Tier Contract under the terms of a prime Contract (identified as Contract 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 Contract. All representations and warranties under this Lower Tier Contract shall inure to the benefit of County of Los Angeles.
- 8.40.12 Pursuant to the provisions of this Contract, County has the right to review and consent (or not consent) to Contractor's use of Lower Tier Contractors 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 Contract shall not be deemed as validation of the procurement method used by Contractor, and only reflects County's approval as to the form of the Lower Tier Contract terms and conditions as well as the services being provided under such agreement.
- 8.40.13 When entering into a Lower Tier Contract with a qualified organization, Contractor shall maintain documentation that supports/justifies the procurement method and evaluation process used by Contractor to select the qualified vendor for a Lower Tier Contract. County's continuing consent to a Lower Tier Contract is contingent upon Contractor's assurance that the procurement process was compliant with the requirements noted herein as well as all other Contract requirements, and that the Lower Tier Contractor continues to retain staff and infrastructure experienced with providing the necessary services.
- 8.40.14 This Contract and any approved Lower Tier Contract are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Contractor executes a Lower Tier Contract that is deemed non-compliant with the requirements of this Contract or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Contract may be disallowed, resulting in Contractor'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.

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

- 8.41.1 Failure of Contractor (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 Contract (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 Contract, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be

in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

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

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) 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 Contract in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph 8.43.

8.43.3 Except with respect to defaults of any Lower Tier Contractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default

of a Lower Tier Contractor, and if such default arises out of causes beyond the control of both Contractor and Lower Tier Contractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Contractor(s)" means Lower Tier Contractor(s) at any tier.

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

8.50.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract 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 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 TIME OFF FOR VOTING

8.53.1 Contractor shall notify and provide its employees, and shall require each Lower Tier Contractor to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Contractor and any approved Lower Tier Contractor(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 Contractor (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 Contract (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 Contractor (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 Contract (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 Contractor 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/>). Contractor 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. Contractor, its employees and Lower Tier Contractor(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or any approved Lower Tier Contractor(s) to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 Fraud Prevention Reporting

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

9.1.2 Child Abuse Reporting

- 9.1.2.1 Contractor's staff working on this Contract shall comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Contractor's staff working on this Contract shall also report such abuse to the 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. Contractor's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

9.1.3 Elder and Dependent Adult Abuse Reporting

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

9.1.4 Withholding of Payment

- 9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Contractor or any individual or entity performing Work under this Contract on behalf of Contractor, County reserves the right to withhold either ten percent (10%) of the Contract Sum allocated for any Fiscal Year under this Contract or the entire amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Contractor. For purposes of this Contract, fraud and abuse shall include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Contract expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Contract Sums (when the procurement of such assets are authorized in this Contract); violation of conflict of interest requirements; etc.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

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

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

- 9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor (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 Contract (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 Contractor expressly acknowledges and agrees that the provision of Services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any Client's medical records/patient information. Accordingly, Contractor shall instruct its officers, employees and agents that they are not to pursue, or gain access to, Client's medical records/patient information for any reason whatsoever.
- 9.4.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of Services hereunder, Contractor or its officers, employees and agents may have inadvertent access to Client's medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.4.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify County's Contract Manager immediately, or upon the first reasonable opportunity to do so, when such access has been gained. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove

9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES

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

9.6 LIMITATION ON CORPORATE ACTS

- 9.6.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Sums, or take any other steps which may materially affect the performance of this Contract without first notifying County in writing no less than thirty (30) days prior to said action. Contractor shall notify County's Contract Manager immediately in writing of any change in Contractor's corporate name.
- 9.6.2 If, in County's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, County may, at its sole discretion, take any (or all) of the following actions:

- 9.6.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.
- 9.6.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.
- 9.6.2.3 Terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default).

9.7 COUNTY'S PREFERENCE PROGRAM

9.7.1 Local Small Business Enterprise Preference Program

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

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

9.9 MODIFICATIONS

9.9.1 Modifications to this Contract

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

9.9.1.1.1 Is a mechanism that allows Contractor to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Contractor's

ability to fulfill its obligations under this Contract (i.e., such Modification shall not materially change Contractor's obligation to provide the Services outlined in Exhibit A (Statement of Work)).

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

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

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

9.9.2 **Budget Modifications**

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

9.10 NEPOTISM

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

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Contractor's Work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's Work under this Contract.
- 9.11.2 During the term of this Contract and during the authorized retention period of this Contract, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during the term of this Contract and during the authorized retention period of this Contract, any and all such working papers and all information contained therein.
- 9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.11.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.11.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Subparagraph 9.11.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.

- 9.11.6 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, 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 Contract, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Subparagraph 9.11.
- 9.11.7 All the rights and obligations of this Subparagraph 9.11 shall survive the expiration or termination of this Contract.

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.12.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- 9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - 9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
 - 9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.
- 9.12.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.13 PROBATION AND SUSPENSION

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

- 9.13.2.1 Probation as used herein shall mean a specified period of time (as determined by County) during which Contractor must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Contractor's adherence to such remedy(ies) during the probation.
- 9.13.2.2 When County places Contractor on probation, County shall provide Contractor a written notice indicating the reasons for the probation (which shall include a description of the areas of Contractor's non-compliance), the date upon which this probation shall become effective, the date upon which Contractor shall fully remedy all areas of non-compliance and a determination as to whether or not Contractor may continue to provide Services during the probation.
- 9.13.2.3 Contractor's ability to obtain future funding may be impacted when Contractor does not remedy its non-compliance during its probation and/or when Contractor is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 Suspension

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

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

9.14 TRANSITION OF CONTRACT SERVICES

9.14.1 Completion of Contract

- 9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by County), County will provide Contractor written notice of the time period that Contractor shall allow County or a newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional costs to County. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.
- 9.14.1.2 Contractor shall fulfill all responsibilities required under this Contract 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 Contract (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Contract), Contractor shall provide a Transition Plan to County. Contractor shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Contractor shall submit it at least sixty (60) days prior to the expiration of this Contract as noted in Paragraph 4.0 (Term of Contract).
- 9.14.2.2 County shall review Contractor's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Contract and/or under any of Contractor's other contracts with County when Contractor submits a Transition Plan that is not acceptable to County. Contractor shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

9.14.3 Elements of the Transition Plan

- 9.14.3.1 Description of how Clients will be notified about the change in their Service provider.
- 9.14.3.2 Contractor's method to communicate with other organizations that can assist in locating alternative Services.
- 9.14.3.3 Contractor's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 9.14.3.4 Contractor's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.
- 9.14.3.5 Contractor's method to transfer any confidential medical and Client records to the new Contractor in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.
- 9.14.3.6 Contractor's method to dispose of confidential records, 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 Contract.
- 9.14.3.7 Contractor's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Contract.
- 9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Contract Sums during the entire term of this Contract.
- 9.14.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

9.14.4 Implementation of the Transition Plan

- 9.14.4.1 Contractor shall implement the Transition Plan that is approved by County. Contractor's failure to provide and/or implement the

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

9.15 INTENTIONALLY OMITTED

9.16 DRUG-FREE WORKPLACE

- 9.16.1 Contractor and any approved Lower Tier Contractor(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Contractor and any approved Lower Tier Contractor(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.). Contractor and any approved Lower Tier Contractor(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Contractor, any approved Lower Tier Contractor or both shall subject Contractor to remedies available under the terms of this Contract. Such remedies shall include suspending Contractor's payments, placing Contractor on probation or suspension, terminating this Contract or other available remedies which shall be determined by County at County's sole discretion.
- 9.16.2 Contractor shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.
- 9.16.3 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 Contractor and any approved Lower Tier Contractor(s) operate a drug-free workplace.
- 9.16.4 Contractor shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Contractor shall provide written notice to County's 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, Contractor must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

- 9.17.1 In the course of completing the Work and providing Services under this Contract, Contractor shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit EE (Information Technology and Privacy Requirements) set forth the requirements for the ITS which Contractor shall use. This Subparagraph 9.17 and Exhibit EE (Information Technology and Privacy Requirements) also set forth the security procedures for these systems which Contractor shall have in place by the effective date of this Contract and which Contractor shall maintain throughout the Contract term. They present a minimum standard only. Contractor 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. Contractor shall also continuously review and revise those measures to address ongoing threats, vulnerabilities and risks.

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

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

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

9.17.4.1 **Intentionally Omitted**

9.17.4.2 **Data Records**

9.17.4.2.1 Intentionally Omitted

9.17.4.2.2 Contractor 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 **Intentionally Omitted**

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 Personally Identifiable 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 **Data Destruction**

9.17.6.1 When Contractor has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Contractor under this Contract and applicable law, County shall have sole authority to determine when Contractor shall destroy any such County Information Assets as described herein. Contractor 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.

9.17.6.2 Contractor shall destroy such County Information Assets by:

9.17.6.2.1 Cross-cut 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.

9.17.6.2.2 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.

- 9.17.6.3 Contractor shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.
- 9.17.6.4 Contractor 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. Contractor shall submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.
- 9.17.6.5 Lower Tier Contractor 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 Contractor 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.

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

- 9.17.7.1 Contractor shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:
 - 9.17.7.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.
 - 9.17.7.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3).
 - 9.17.7.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
 - 9.17.7.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
 - 9.17.7.1.5 At a minimum, Contractor shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit
 - 9.17.7.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Contractor shall obtain written approval from County's Contract Manager.
- 9.17.7.2 Contractor 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:

- 9.17.7.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
- 9.17.7.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.7.3 Contractor and any approved Lower Tier Contractor shall have operational policies, procedures and practices which protect County Information Assets as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).
- 9.17.7.4 Contractor and any approved Lower Tier Contractor 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)).
- 9.17.7.5 Contractor shall certify its compliance with the encryption standards noted herein as a condition of executing this Contract. Contractor provide such certification by completing and submitting Exhibit AA (Contractor's Compliance with Encryption Requirements) in the form and manner as determined by County. Contractor shall maintain compliance with this policy during the term of this Contract and for as long as Contractor maintains or is in possession of County Information Assets. In addition to the foregoing certification, Contractor shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Contractor's non-compliance with these requirements, County will require Contractor to develop and execute a corrective action plan. Contractor's failure to comply with this policy may subject Contractor to suspension or termination of this Contract, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.
- 9.17.8 Contractor shall ensure that any approved Lower Tier Contractor(s) adheres to all of the provisions included in this Subparagraph 9.17 and Exhibit EE (Information Technology and Privacy Requirements).

9.18 REMEDIES FOR NON-COMPLIANCE

- 9.18.1 Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in supporting Program

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

9.19 INTENTIONALLY OMITTED

9.20 CONTRACT DOCUMENT DELIVERABLES

9.20.1 Prior to the execution of this Contract and throughout the entire term of this Contract, Contractor shall obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit evidence/documentation (Contract Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Contractor 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 Contract 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 Contract, County or its designee(s) may request from time to time additional documents from Contractor, and Contractor shall adhere to County's request for such documents.

9.20.2 Contractor 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. Contractor shall immediately notify County of any lapses or expirations of these items. Contractor's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.20.3 Contract Compliance Documents

9.20.3.1 Business License

9.20.3.1.1 When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Contractor shall obtain such license to

perform the Services outlined in this Contract. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Contractor shall ensure that the license is current throughout the entire term of this Contract. Contractor shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.20.3.2 Certificate of Insurance

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

9.20.3.3 Fire Department Inspection Report

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

9.20.4 Business Forms

9.20.4.1 Articles of Incorporation

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

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

9.20.4.2 Board of Directors' Resolution

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

9.20.4.3 **Board of Directors Roster**

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

9.20.4.4 **Bylaws**

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

9.20.4.5 **Complaint Policies and Procedures**

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

9.20.4.6 **Organization Chart**

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

9.20.4.7 **Lower Tier Contract**

9.20.4.7.1 This executed third-party agreement (as defined in Subparagraph 8.40 (Lower Tier Contract)) 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 Contractor's tax exempt status. When Contractor is a non-profit entity, such evidence must reflect Contractor's tax exempt status. In the event Contractor's tax exempt status

changes, Contractor shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.

9.20.4.9 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 Contractor's performance, Work, and/or Services under this Contract. County shall not be unreasonable in its request and Contractor 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 Contractor acknowledges that as a condition of receiving this Contract, Contractor shall submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Contract 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 Contracts)) which may be obtained at <https://wdacs.lacounty.gov/doing-business-with-wdacs/programdirectives/>, Exhibit Q (Accounting, Administration and Reporting Requirements), 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 Contractor's organization (i.e., non-profit, for-profit, public/government, etc.).

- 9.21.1.2.2 Description of Contractor'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 Contract 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, Contractor shall sign the Cost Allocation Plan and any revisions made thereto.
- 9.21.1.5 By May 1 of each Contract year after the first Contract year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Contract), Contractor 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 Contract year. In the event that this Cost Allocation Plan methodology must be revised for the following Contract year then Contractor shall submit the revised methodology to County's Compliance Manager by May 1 of the current Contract year. The Cost Allocation Plan methodology may only be revised once during any Contract 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 Contract term then Contractor shall submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.
- 9.21.1.7 Upon receipt of the revisions made to Contractor's Cost Allocation Plan, County will review these revisions. Neither Contractor's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Contractor'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 Contractor in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Contractor shall take the required actions needed to correct its revisions. Contractor's failure to

adhere to County's requirements shall subject Contractor to remedies available under this Contract.

9.21.2 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 Contract term, the end of the Fiscal Year or any other period when the Contract 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 Contractor are determined and payment arrangements made.
- 9.21.2.2 Contractor shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Contractor of the deadline for submission of the Closeout Report.
- 9.21.2.3 Contractor must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Contractor has submitted the Closeout Report. Once County has reviewed and accepted Contractor's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Authorized Representative.
- 9.21.2.4 If this Contract is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.
- 9.21.2.5 At the end of the funding cycle/during the closeout, Contractor shall ensure that all of the following items match:
 - 9.21.2.5.1 The Contract Sum allocated by line items on Contractor's final approved Budget(s), where the Contract Sum is the funding allocated for any Fiscal Year under this Contract and it is distributed using the line items/cost categories reflected in Contractor's final approved Budget(s).
 - 9.21.2.5.2 The Grant Share, which is allocated by line items on Contractor's Closeout Report, where the Grant Share is the actual Contract Sum that Contractor has budgeted by line items/cost categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).
 - 9.21.2.5.3 The Amount Received by line item as reported on Contractor's Closeout Report, where the Amount Received is the actual Contract Sum reimbursed to Contractor for its line items.

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

9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Contract Sum of \$100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space shall be \$100, and the Amount Received reflected on the Closeout Report for Space shall be \$100. Alternatively, if the Contract Sum for Space is reflected on the final approved Budget(s) as \$100 but the Grant Share for Space is reflected on the Closeout Report as \$95 and the Amount Received for Space is reflected on the Closeout Report as \$95 then the \$5 variance (which is five percent (5%) of the Contract Sum amount for the Space line item) is within the allowable ten percent (10%) variance.

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

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

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

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

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

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

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

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

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

- 9.21.3.5 Program Income 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 Budget exhibit(s) then County shall recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Contract.
- 9.21.3.6 Contractor shall not use Program Income to meet the match contribution requirement of this Contract.
- 9.21.3.7 Contractor 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, Contractor 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 Contractor's organization (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Contractor may register for a DUNS number at <http://www.dnb.com/duns-number.html>. Contractor shall comply with the requirements outlined in this Subparagraph 9.22.
- 9.22.2 Contractor shall provide a valid DUNS number using Exhibit F (Contractor's Administration) and shall submit the completed Exhibit F (Contractor's Administration) in the time and manner as directed by County. Contractor 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 Contractor's DUNS information, which is related to this Contract on the Federal Funding Accountability and Transparency Act Contract Reporting System, County will notify Contractor and Contractor must immediately update the information as required.
- 9.22.3 Contractor's failure to adhere to applicable DUNS and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

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

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

9.24 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 9.24.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 9.24.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 9.24.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by County.
- 9.24.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for

Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

9.24.5 In addition to complying with the requirements of this Paragraph, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

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

COUNTY OF LOS ANGELES

By _____ Date _____
Otto Solórzano, Acting Director
County of Los Angeles
Workforce Development, Aging
and Community Services

CONTRACTOR

Contractor's Legal Name

Contract Number

By _____ Date _____
Name of Authorized
Representative

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Rodrigo A. Castro-Silva, County Counsel

By _____
Lawrence M. Green
Senior Deputy County Counsel

By _____ Date _____
Name of Authorized
Representative

Title

Signature

Statement of Work

1.0 Purpose

- 1.1 Contractor shall provide Care First, Community Investment (CFCI) funded homelessness and housing insecurity services targeted to Los Angeles County's American Indian and Alaska Native (AIAN) population. CFCI is a County of Los Angeles funded program intended to address the disproportionate impact of racial injustice through community investments.
- 1.2 The CFCI funded services help to address housing insecurity and homelessness experienced by Clients. Contractor shall provide homelessness and housing insecurity services targeted to AIAN families and individuals experiencing these crises in a culturally affirming way.
- 1.3 County reserves the right to amend the contract and add CFCI allowable services that generally align with those set forth in Section 2.0 below and Description of Services, SOW Attachment I.

2.0 Specific Tasks

- 2.1 Contractor shall fulfill the tasks outlined below and payment to Contractor shall be based upon meeting these requirements.
- 2.2 Contractor must utilize 40% of their award amount for a Rent Burden Housing Subsidy Program, 40% of their award amount for Organizational Capacity Building related to housing and homelessness and 20% of their award amount for Individual/Family Level Services as described in Description of Services, SOW Attachment I.
- 2.3 The following guidelines establish the tasks for the provision of CFCI funded Program Services that are allowable. Attached hereto and incorporated herein by this reference is Description of Services, SOW Attachment I setting forth explanations Contractor must follow for each service and program and their respective possible outcomes.
 - 2.3.1 **Rent Burden Housing Subsidy Program** - Contractor shall develop and implement a Rent Burden Housing Subsidy Program, targeted at eligible AIAN individuals and families. Refer to Description of Services, SOW Attachment I for the service to be provided.
 - 2.3.2 **Organizational Capacity Building Related to Housing & Homelessness** - Contractor shall fund one or more organizational capacity building efforts to enable them to successfully grow and scale to serve more AIAN people experiencing housing insecurity

and homelessness. Refer to Description of Services, SOW Attachment I for allowable efforts.

- 2.3.3 **Individual/Family Level Services** - Contractor shall provide three or more Individual/Family Level Services to income eligible AIAN individuals/families. Refer to Description of Services, SOW Attachment I for allowable services.

3.0 Data Collection & Reporting

- 3.1 Contractor shall obtain authorizations for Release of Information from program participants/clients to collect and share client-specific information with the County for program administration and evaluation, data analysis and outcome tracking purposes.
- 3.2 Contractor shall track, monitor, and evaluate client data as approved or requested by the County. Client data by identified timeframes may include, but is not limited to, the following:
 - 3.2.1 Descriptive statistics and sociodemographic characteristics of clients; and
 - 3.2.2 Impact of participation on relevant client outcomes, including protective factors; and
 - 3.2.3 Client satisfaction, which may be measured through quantitative or qualitative methods depending on the program and type of services offered.
- 3.3 Contractor shall obtain and maintain relevant documentation in client files that demonstrates client eligibility, the need for a service and the provision of the service. Refer to Client Documents for Demonstrated Need & Provision of Service, SOW Attachment II for information on examples of acceptable documentation.
 - 3.3.1 Contractor shall receive written approval to use any documents that are not included in Client Documents for Demonstrated Need & Provision of Service, SOW Attachment II.
- 3.4 Contractor shall comply with all legal requirements and the confidentiality, data, and HIPAA Rules set forth in the Contract.

4.0 Additional Requirements

- 4.1 Provide the County with written statements, records, and documents within five (5) business days of County's request.

- 4.2 Provide assistance and be available to meet/consult with County management staff as needed.
- 4.3 Submit complete and accurate invoices as indicated in Exhibit C, Sample Contract, Section 5.7, Invoices and Payments.
 - 4.3.1 Ensure that all invoices are accurate and submitted timely to the Executive Director of the Los Angeles City/County Native American Indian Commission's Self Governance Board.

SOW Attachment I

Description of Services – Care First, Community Investment

1.0 Addressing Housing Insecurity & Homelessness Experienced by Los Angeles County’s American Indian and Alaska Native Population (AIAN)

Care First, Community Investment (CFCI) is a County of Los Angeles funded program. CFCI is intended to address the disproportionate impact of racial injustice through community investments.

This CFCI funding was specifically secured to provide services to address housing insecurity and homelessness experienced by AIAN individuals/families in Los Angeles County.

Below is an explanation of the allowable services and programs.

1.1 Rent Burden Housing Subsidy Program

Client Eligibility: Individuals and families residing in Los Angeles County whose income is at or below 80% Area Median Income (AMI) and whose monthly rent does not exceed 100% of the Fair Market Rent (FMR).

Goal(s)	Service	Measurable Outcomes May Include
Increase AIAN Housing Stability in Los Angeles County Reduce Homelessness Experienced by AIAN Individuals/Families in Los Angeles County	A monthly subsidy that would cover all monthly rental expenses that exceed 30% of household income. Monthly subsidies can be provided to a qualifying individual or family for up to 6 months. An organization can directly provide clients with the rent burden housing subsidy; however they must have an agency policy developed for the program that includes a mechanism for documenting that the subsidy was utilized for the intended purpose.	Individuals/households obtain safe and affordable housing. Individuals/households avoid eviction. Individuals/Households who achieved and maintained capacity to meet basic needs for 90 days. Individuals/Households who achieved and maintained capacity to meet basic needs for 180 days. Individuals/Households who report improved financial well-being. Individuals/Households who demonstrated improved physical health and well-being.

SOW Attachment I

Description of Services – Care First, Community Investment

		Individuals/Households who demonstrated improved mental and behavioral health and well-being.
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1.2 Organizational Capacity Building Related to Housing & Homelessness

Goal(s)	Efforts	Measurable Outcomes May Include
Increase AIAN Housing Stability in Los Angeles County Reduce Homelessness Experienced by AIAN Individuals/Families in Los Angeles County	<p>This is an opportunity for organizations to take a deep look inward at what they need to strengthen capabilities to enhance organizational effectiveness related to AIAN housing insecurity and homelessness.</p> <p>Allowable efforts include but are not limited to staffing, technical assistance, strategic planning, and data and assessments.</p>	<p>Enhancement of ongoing housing and homelessness programs/services.</p> <p>Expansion of housing and homelessness programs/services.</p> <p>Increased number of clients served who are experiencing homelessness.</p> <p>Increased number of clients served who are experiencing housing insecurity.</p> <p>Development of strategic plan or achievement of existing strategic goals.</p> <p>Increased number of connections to industry partners.</p> <p>Increased number of connections to funders.</p> <p>Increased dollars invested in addressing housing and homelessness.</p>

SOW Attachment I

Description of Services – Care First, Community Investment

1.3 Individual/Family Level Services

Client Eligibility: Household income for individuals and families residing must be at or below 80% AMI.

Goal(s)	Services	Measurable Outcomes May Include
Increase AIAN Housing Stability in Los Angeles County	Rent payment assistance – (includes payment in arrears)	Individuals/households avoid eviction.
	Deposit payments – (includes Section 8 Voucher deposits)	Individuals/households obtain safe and affordable housing.
	Mortgage payment assistance (includes Emergency Mortgage payments)	Individuals/households avoid foreclosure.
	Utility Assistance Payments	Individuals/households receive emergency utility assistance. Individuals/households avoid a utility shut-off.
	Utility Arrears Payments	Individuals/households receive emergency utility assistance. Individuals/households avoid a utility shut-off. Individuals/households energy service restored after disconnection
	Case Management Services for Individuals/Households Experiencing Rental Burden and/or housing insecurity	Individuals/households obtain safe and affordable housing. Individuals/households avoid foreclosure.
Reduce Homelessness Experienced by AIAN Individuals/Families in Los Angeles County	Temporary housing placement (includes motel and hotel vouchers)	Individuals/households experiencing homelessness obtain safe temporary shelter.
	Transitional housing placement	Individuals/households maintain safe and affordable housing for 90 days.
	Permanent housing placement	Individuals/households maintain safe and affordable housing for 180 days.

SOW Attachment I

Description of Services – Care First, Community Investment

	Case Management Services for Individuals/Households Experiencing Homelessness	<p>Individuals/households experiencing homelessness obtain safe and temporary shelter.</p> <p>Individuals/households maintain safe and affordable housing for 90 days.</p> <p>Individuals/households maintain safe and affordable housing for 180 days.</p> <p>Individuals/households obtain safe and affordable housing.</p>
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SOW Attachment II

Client Documents for Demonstrated Eligibility, Need & Provision of Service – Care First, Community Investment

1.0 Below is a list of documents that can be used to demonstrate the eligibility, need and provision of allowable services. Documents need to be obtained and maintained in a client file to demonstrate eligibility, need and provision of the service. If a client is unable to provide necessary documents to demonstrate proof of income they can provide self-attestation that they are income eligible for services.

Service	Client Eligibility	Demonstrated Need	Provision of Service
Rent Burden Housing Subsidy	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc Proof that client's rent does not exceed 100% of the Fair Market Rent (FMR).	Documents that demonstrate that client pays more 30 percent or more of their income toward housing expenses. Ex. Paystubs, rental agreement, and utility bills.	Signed affidavit by client that subsidy was received.
Rent payment assistance – (includes payment in arrears)	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc	Rental agreement Late notice	Receipt of payment to landlord or property management company on behalf of client.
Deposit payments – (includes Section 8 Voucher deposits)	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc	Rental agreement	Receipt of payment to landlord or property management company on behalf of client.
Mortgage payment assistance (includes Emergency Mortgage payments)	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment	Current mortgage bill Past due balance	Receipt of payment to mortgage company on behalf of client.

SOW Attachment II

Client Documents for Demonstrated Eligibility, Need & Provision of Service – Care First, Community Investment

	Insurance, Pension Funds, disability, etc		
Utility Assistance Payments (includes Emergency Assistance)	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc	Current utility bill Termination notice from the utility company showing shut-off date	Receipt of payment to utility company on behalf of client.
Utility Arrears Payments	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc	Past due balance	Receipt of payment to utility company on behalf of client.
Case Management Services for Individuals/Households Experiencing Rental Burden and/or housing insecurity	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc	Documents that demonstrate client pays more than 30 percent of their income toward housing expenses. Ex. Paystubs, lease agreement and utility bills. Self-certification of current housing-cost burden, doubling or tripling up with other households, accumulation or expectation of back rental or utility payments	Client and case notes
Temporary housing placement (includes motel and hotel vouchers)	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc	Self-certification that client is currently experiencing homelessness at the time of intake	Proof of placement in a temporary housing unit which could include receipt of payment to a motel or hotel on behalf of a client.

SOW Attachment II

Client Documents for Demonstrated Eligibility, Need & Provision of Service – Care First, Community Investment

Transitional housing placement	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc	Self-certification that client is currently experiencing homelessness at the time of intake	Proof of placement in a transitional housing unit
Permanent housing placement	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc	Self-certification that client is currently experiencing homelessness at the time of intake	Proof of placement in a permanent housing unit
Case Management Services for Individuals/Households Experiencing Homelessness	Proof of income that demonstrates client is at or below 80% AMI including Social Security, Payroll, Unemployment Insurance, Pension Funds, disability, etc	Self-certification that client is currently experiencing homelessness at the time of intake	Client and case notes

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 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.

SUBRECIPIENT'S SPECIFIC CERTIFICATIONS

Subrecipient has a written policy statement prohibiting discrimination in all phases of employment. ☐ Yes
☐ No

Subrecipient periodically conducts a self-analysis or utilization analysis of its workforce. ☐ Yes
☐ No

Subrecipient has a system for determining if its employment practices are discriminatory against protected groups. ☐ Yes
☐ No

Where problem areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action, to include establishment of goals and/or timetables. ☐ Yes
☐ No

[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.](#)

Name of Authorized Representative

[Click here to enter text.](#)

Title of Authorized Representative

[Click here to enter a date.](#)

Authorized Representative's Signature

Date

**EXHIBIT E
(COUNTY'S ADMINISTRATION)**

FISCAL YEAR: 2021-2022

COUNTY'S DEPARTMENT HEAD

Name: Mr. Otto Solorzano
Title: Acting Director
Address: 510 South Vermont Avenue
Los Angeles, CA 90020
Telephone: (213) 737-2617
E-Mail Address: osolorzano@wdacs.lacounty.gov

COUNTY'S CONTRACT MANAGER

Name: Ms. Carol Domingo
Title: Program Manager
Address: 510 South Vermont Avenue
Los Angeles, CA 90020
Telephone: (213) 639-6339
E-Mail Address: cdomingostephen@wdacs.lacounty.gov

COUNTY'S PROGRAM MANAGER

Name: Ms. Alexandra Valdes
Title: Executive Director
Address: 510 South Vermont Avenue
Los Angeles, CA 90020
Telephone: (213) 595-4827
E-Mail Address: aferguson@wdacs.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name: Ms. Stephanie Maxberry
Title: Human Services Administrator III
Address: 510 South Vermont Avenue
Los Angeles, CA 90020
Telephone: (213) 738-2015
E-Mail Address: smaxberry@wdacs.lacounty.gov

EXHIBIT F
(SUBRECIPIENT'S ADMINISTRATION)

Effective as of: [Click here to enter a date.](#)

**SUBRECIPIENT'S LEGAL
NAME:**

[Click here to enter text.](#)

SUBAWARD NUMBER:

[Click here to enter text.](#)

DUNS NUMBER:

[Click here to enter text.](#)

SUBRECIPIENT'S PROJECT MANAGER¹:

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)²:

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 CONTACTS³:

Name: Click here to enter text.

Title: Click here to enter text.

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

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

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

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

BUDGET ANALYST:

Name: Click here to enter text.

Title: Click here to enter text.

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

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

INVOICES – AUTHORIZED SIGNER:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Signature:

MIS DATA ENTRY PERSONNEL:

Primary Contact

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Secondary Contact

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Notes:

- ¹ Project Manager shall meet all of the requirements noted in Exhibit A (Statement of Work). When updating the individual identified as the Project Manager, Subrecipient shall submit the individual's degree/diploma, resume, and job specifications.
- ² Authorized Representative(s) shall be identified on Subrecipient's Board of Director's resolution, which provides evidence to support delegated authority that Subrecipient has vested in this individual to act on behalf of Subrecipient. When updating the individual designated as the Authorized Representative(s), Subrecipient shall submit the Board of Director's resolution which identifies the new individual(s).
- ³ In addition to the Authorized Representative(s) and Project Manager, this individual(s) will also receive communications and documents including but not limited to the Subaward, Amendment(s), invoicing documents, notices, etc.

EXHIBIT 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.](#)

Subrecipient's Legal Name

[Click here to enter text.](#)

Subaward Number

[Click here to enter text.](#)

Name of Authorized Representative

[Click here to enter text.](#)

Title of Authorized Representative

Authorized Representative's Signature

[Click here to enter a date.](#)

Date

**EXHIBIT 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)

Safely Surrendered



No shame. No blame. No names.

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?

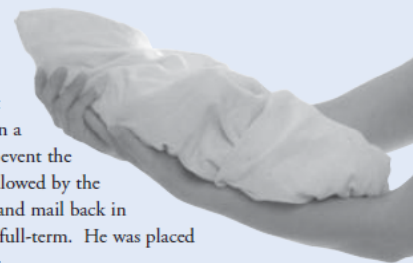
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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 Angeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brazaletes 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
(INTENTIONALLY OMITTED)

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 (either Option A or Option B) that is applicable to Subrecipient's organization:

OPTION A:

- ☐ Subrecipient has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Subrecipient engages in activities subjecting it to those laws during the term of this Subaward, Subrecipient will timely comply with them and provide County's Contract Manager a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OPTION B:

- ☐ Subrecipient is registered with the California Registry of Charitable Trusts under the CT number listed below and is in compliance with its registration and reporting requirements under California law.
- ☐ Attached is a copy of Subrecipient's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations Sections 300-301 and Government Code Sections 12585-12586.

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

Click here to enter text.

Subrecipient's Legal Name

Click here to enter text.

Subaward Number

Click here to enter text.

Internal Revenue Service Employer Identification Number

Click here to enter text.

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

Click here to enter text.

Name of Authorized Representative

Click here to enter text.

Title of Authorized Representative

Click here to enter a date.

Authorized Representative's Signature

Date

Exhibit P

Glossary of Terms and Acronyms

B

Breach of Agreement – nonperformance of any prescribed duty under this Subaward and Work Order.

Budget – the financial plan for the project that the County approves during the award process or in subsequent amendments to award.

C

Contractor Alert Reporting Database (CARD) System – a system used by County to report and track poorly performing sub-recipients.

Covid-19 - a mild to severe respiratory illness that is caused by a coronavirus (Severe acute respiratory syndrome coronavirus 2 of the genus Betacoronavirus), is transmitted chiefly by contact with infectious material (such as respiratory droplets), and is characterized especially by fever, cough, and shortness of breath and may progress to pneumonia and respiratory failure

G

Grant recipient – eligible business, non-profit or social enterprise selected to receive the Grant Fund.

S

Subaward – the agreement between County and Sub-recipient that states all terms agreed upon that apply to any interaction between the two parties pertaining to this Project.

Sub-recipient - The entity that has entered this Subaward with County to perform and execute the work and services covered by Exhibit A, 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 Basis of Accounting

Subrecipient shall maintain written financial and accounting procedures which incorporate Generally Accepted Accounting Principles and Subrecipient shall adhere to the requirements set forth therein. Subrecipient may elect to use either the accrual basis or cash basis of accounting during the Fiscal Year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions. All financial reports required by County shall be prepared by Subrecipient using accrual information and shall be submitted as directed by County.

1.1 County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If Subrecipient elects to use the cash basis for recording financial transactions during the Fiscal Year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the Fiscal Year.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Subaward Fiscal Year to the extent goods and Services are received or are applicable to that Fiscal Year.

2.0 Accounting System

Subrecipient shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. Subrecipient shall also maintain a Payroll Register. Postings to the General Ledger and Journals shall be made at least on a monthly basis. Subrecipient shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on Services provided.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

<u>Example:</u>	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 Cash Disbursements Journal

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

The Cash Disbursements Journal shall contain the following column headings (minimum requirements):

- Date
- Check Number
- Cash (Credit) column
- Expense Account name
- Description

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

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

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

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

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Subsections A.3.2 (Supporting Documentation) and B.2.4 (Credit Cards) for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of Subrecipient's programs (both County and non-County programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

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

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

Subrecipient will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Subrecipient Invoices

Subrecipient shall present an invoice to County each calendar month to report the prior month's financial activity of the Program. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the Fiscal Year. An invoice shall be provided to County as required in this Subaward. At the discretion of County, Subrecipient will be required to submit all invoices and supporting documentation through County's Contract Management System - Contractor's Gateway or any other electronic System to be determined by County.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Subrecipient's accounting records or supporting documentation shall be immediately reported to County pursuant to the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), Section III.C (Loss, Destruction or Theft of Assets). Subrecipient shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Exhibit Q. Subrecipient shall prepare a report and submit it to the local law enforcement agency within twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by Subrecipient for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four (4) years, and shall be retained for a longer period in the case of unresolved litigation or audit.

To the extent that automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc., the computer files containing this information must be adequately encrypted using the most current

encryption standards to prevent unauthorized access and use. If the allowability of expenditures cannot be determined because Subrecipient's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in Title 2 Code of Federal Regulations Part 200.302 (for Workforce Innovation and Opportunities Programs and all Other Programs) or Title 2 Code of Federal Regulations Part 200.302 and Title 45 Code of Federal Regulations Part 75.302 (for Area Agency on Aging Programs), the expenditures will be questioned during an audit/monitoring review and may be disallowed at the sole discretion of County or its Authorized Representative.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained pursuant to the authorized retention period outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward.

3.2 Supporting Documentation

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to for the Program shall be required to support an outlay of Subaward Sums. Unsupported disbursements will be disallowed upon audit. Subrecipient will be required to repay County for all dollar for dollar disallowed costs. **Photocopied (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent that the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) Subrecipient shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.**

Supporting documentation is required for various types of expenditures. Subrecipients shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable

supporting documentation, provided Subrecipient obtains prior written approval of County to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by an employee and approved in writing by a supervisor; time distribution records by Program accounting for total work time on a daily basis for all employees; records showing actual expenditures for Social Security and unemployment insurance; State and Federal quarterly tax returns; Federal W-2 forms; and Federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, Subrecipient's personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – Subawards (detailing the nature and scope of services to be provided), time and attendance records, billing rates, travel vouchers (detailing purpose, time and location of travel), purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. Subrecipient shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – prior, written approval from County's Contract Manager for travel expenses related to providing Services under this Subaward; written travel policies of Subrecipient; travel expense vouchers showing location, date and time of travel, purpose of trip, benefit(s) to the Program and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, Subrecipient shall at a minimum retain conference literature, including but not necessarily limited to, agendas and handouts detailing the purpose of the conference, as part of Subrecipient's documentation of the propriety of the travel expenditure, and its applicability to the Work performed by Subrecipient hereunder.

Reimbursement rates for mileage shall not exceed the lesser of County's rate (which County shall provide to Subrecipient annually) and State's mileage rate (which is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>).

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is County's maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide subawards or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Subrecipient shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. Subrecipient shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, Subrecipient may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses – A vehicle mileage log must be maintained which established the extent to which company owned vehicles are used for business, versus non-business purposes. For all business-related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the Client(s).

Loans from Employees/Related Parties – Loans to Subrecipient by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into Subrecipient bank account. Subrecipient shall also maintain documentation showing that the loan proceeds were actually used for the Program. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under this Subaward. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Subrecipient shall complete a disclosure statement

identifying the nature of the affiliated, or related organization/ persons. Subrecipient shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to Subrecipient or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Subaward. County shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or Federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

All relevant supporting documentation for reported Program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

Accounting transactions posted to **Subrecipient's** books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on Subrecipient's books be cross-referenced to the supporting documentation as follows:

- Invoices – Vender name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one (1) check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Subaward must be utilized on allowable Subaward expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is County program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to County.

5.0 Audits

For routine audits and inspections, Subrecipient will make available County and any of its duly Authorized Representatives (including State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), upon request, during County's hours of operation, throughout the duration of this Subaward and for the authorized retention period outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward, all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through County. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, County retains the right to inspect and conduct investigations of Subrecipient's fiscal operations and subaward compliance at any time, without prior notice to Subrecipient seven days a week, when County has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

B. INTERNAL CONTROLS

Internal controls safeguard Subrecipient's assets from misappropriations, misstatements or misuse. Subrecipient shall prepare necessary written procedures establishing internal controls for its staff. Subrecipient shall instruct all of its staff in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Bank Account or Cost Center

All Subaward Sums shall be maintained in a bank account. Subaward Sums shall be used exclusively for Services funded under this Subaward and shall not be commingled with any other monies of Subrecipient. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on

the accounting records through the use of cost centers or separate bank accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt. Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequences of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one (1) day of receipt. Collections of less than \$500 may be held, and shall be secured and deposited weekly or when the total reaches \$500, whichever occurs first. If Subrecipient can establish that a larger limit is warranted, Subrecipient may request authorization from County to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable). Subrecipient shall retain photocopies of County warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in Subrecipient's accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within thirty (30) days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash, purchases) shall

be made using Subrecipient's check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise authorized by County in writing. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by Subrecipient (e.g., postage due, small purchases of office supply items, etc.). Subrecipient must obtain prior written approval from County's Contract Manager to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fee, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both Subrecipient issued credit cards and an employee's personal credit card used on behalf of Subrecipient, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in Subrecipient's name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by Subrecipient management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased the employee making the purchase, and the justification for the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of Subrecipient's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent Subrecipient utilizes electronic timecards and time reports,

Subrecipient must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, Subrecipient's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Subrecipient's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards. Subrecipient shall develop, maintain and adhere to its written personnel policies and procedures, wherein such procedures shall incorporate due process protection according to standard personnel practices.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

3.3 Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.4 Limitations on Positions and Salaries

Subrecipient shall not pay any salaries which are higher than those authorized in this Subaward, or the Exhibits thereto, including this Exhibit Q.

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 the following Administrative requirements, procurement standards, and cost principles (Administrative Requirements):

- Area Agency on Aging (AAA) Programs:
 - Title 2 Code of Federal Regulations Part 200 et seq. and
 - Title 45 Code of Federal Regulations Part 75 et seq.
- Workforce Innovation and Opportunity Act (WIOA) Programs:
 - Title 2 Code of Federal Regulations Part 200 et seq. and
 - Title 2 Code of Federal Regulations Part 2900 et seq.
- All Other Programs:
 - Title 2 Code of Federal Regulations Part 200 et seq.

1.1 Subrecipient is responsible for obtaining the Administrative Requirements noted above, which are available on-line as follows:

- Title 2 Code of Federal Regulations Part 200 et seq.
(http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.)
- Title 45 Code of Federal Regulations Part 75 et seq.
<http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>
- Title 2 Code of Federal Regulation Part 2900 et seq.
<https://www.ecfr.gov/cgi-bin/searchECFR?idno=2&q1=2900&rgn1=PARTNBR&op2=and&q2=&rgn2=Part>

1.2 Limitations on Expenditures of Subaward Sums

Subrecipient shall comply with this Subaward and Administrative Requirements. The Administrative Requirements define direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Subrecipient is unsure of the allowability of any particular type of cost or individual cost, Subrecipient should request advance written approval from County's Program Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Subaward, Exhibit A (Statement of Work), this Exhibit Q, and Administrative Requirements shall be resolved by giving precedence as follows:

- Administrative Requirements
- Subaward
- Exhibit A (Statement of Work)
- Exhibit Q (Accounting, Administration and Reporting Requirements)

1.3 Expenses Incurred Outside the Subaward Period

Expenses charged against Subaward Sums may not be incurred prior to the effective date of this Subaward, or subsequent to this Subaward's expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Subaward may not be allowable. For example, legal costs incurred while prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Subaward between Subrecipient and County are not allowable. Expenses charged against Subaward Sums during any Fiscal Year period may not be incurred outside of that Fiscal Year period.

1.4 Budget Limitation

Expenses may not exceed the maximum limits shown on the Budget(s).

1.5 Unspent Funds

Subrecipient shall return any unspent Subaward Sums to County unless otherwise permitted by this Subaward. In addition, County will determine the disposition of unspent Subaward Sums upon expiration or termination of this Subaward and at the end of each Fiscal Year period.

1.6 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable. These expenditures must clearly evidence a benefit(s) to the Program.

2.0 Allocable Expenses

When Subrecipient provides services in addition to the Services required under this Subaward, Subrecipient shall allocate expenditures that benefit

programs or funding sources on an equitable basis.

In accordance with Administrative Requirements, Subrecipient shall define its allocable expenses as either direct or indirect costs (as defined in Subsections C.2.1 (Direct Costs) and C.2.2 (Indirect Costs) below) and shall allocate each cost using the basis that is most appropriate and feasible.

Subrecipient shall maintain documentation of allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this Subaward, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of Subrecipient's organization). Examples of direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.

For all employees, other than those employed in general or administrative positions, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one (1) program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees working in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits,

supplies, and other costs related to general administration of Subrecipient's organization, and the salaries and expenses of executive officers, personnel administration, and accounting staff.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or Lower Tier Subrecipient payments)

2.3 Acceptable Indirect Cost Allocation Methods

Administrative Requirements describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when Subrecipient's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when Subrecipient's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are

treated as direct costs. Joint costs for rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when Subrecipient's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

Negotiated Indirect Cost Rates

Subrecipient has the option of negotiating an indirect cost rate or rates for use on all its Federal programs. Subrecipient must submit a Cost Allocation Plan to the Federal agency providing the majority of funds to Subrecipient's organization. The approved indirect cost rate is then applied to the total approved direct cost base.

When Subrecipient has an approved indirect cost rate accepted by all Federal awarding agencies, Subrecipient shall submit a copy of the approval letter to County's Compliance Manager upon request.

D. UNALLOWABLE COSTS

The allowability of a variety of different costs are addressed in the following:

- AAA Program: Title 2 Code of Federal Regulations Part 200.421 et seq. and Title 45 Code of Federal Regulations Part 75.421 et seq.
- WIOA and all Other Programs: Title 2 Code of Federal Regulations Part 200.421 et seq.

For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions (exceptions may include self-insurance, pension funds and reserves for normal severance pay)
- Contributions and donations rendered
- Fines and penalties (e.g., including but not limited to NSF Check Fees, Traffic Citation Fees)

- Lobbying and fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards
- Capital expenditures
- 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
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
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PAGE TOTAL	Click here to enter amount.		
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
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a 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 Area Agency on Aging (AAA) Programs:

- 1.1 The requirements of this Exhibit S.
- 1.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq. and Title 45 Code of Federal Regulations Part 75 et seq.
- 1.3 Additional requirements which may be communicated to Subrecipient through County memorandum, directives, Change Notices, Subaward Amendments, etc.

2.0 Workforce Innovation and Opportunity Act (WIOA) Programs:

- 2.1 The requirements of this Exhibit S.
- 2.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq. and Title 2 Code of Federal Regulations Part 2900 et seq.
- 2.3 Additional requirements which may be communicated to Subrecipient through County memorandum,

directives, Change Notices, Subaward Amendments, etc.

3.0 All Other Programs:

3.1 The requirements of this Exhibit S.

3.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq.

3.3 Additional requirements which may be communicated to Subrecipient through County memorandum, directives, Change Notices, Subaward Amendments, etc.

B. Throughout this Exhibit S, references will be made to the Administrative Requirements. These references shall mean that Subrecipient shall follow Administrative Requirements that apply to Subrecipient based on the type of Program being funded through this Subaward (e.g., Area Agency on Aging Programs, Workforce Innovation and Opportunity Act Programs, etc.) and the type of entity that best describes Subrecipient's organization (e.g., non-profit, local government, educational institution, etc.).

C. The requirements outlined in this Section I, herein, are applicable to Fixed Assets and Non-Fixed Assets. When specific requirements related to Supplies are not addressed, Subrecipient shall exercise the same due diligence and care required for the purchase, inventory and disposal of Fixed Assets and Non-Fixed Assets when Subrecipient uses Subaward Sums to purchase Supplies.

D. In the event of any conflict or inconsistency between the requirements established in this Exhibit S and any of the governing Administrative Requirements, the conflict shall be resolved by giving precedence to the governing Administrative Requirements.

II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

A. Fixed Asset

1.0 A Fixed Asset is an item which has all of the following attributes:

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments,

improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. used to conduct business under this Subaward and are not consumed/sold during the normal course of Subrecipient's business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

1.2 Has a normal useful life of at least one (1) year and has a unit acquisition cost that is \$5,000 or more.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would not meet the \$5,000 unit acquisition cost threshold.

1.3 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s) for the same/similar purpose as this Subaward. Such purchases must be allowable and allocable under the requirements of this Subaward. For purposes of this Subaward, a Predecessor Agreement(s) shall mean a subaward between County

and Subrecipient that was executed prior to this Subaward for the same/similar Program Services as this Subaward, and such subaward has expired or terminated.

2.0 Must be ordered or purchased no later than May 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 AAA Programs, WIOA Programs and all Other Programs

2.1.1 Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, lower operating costs, etc.).

2.1.2 An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Subsection II.A (Fixed Asset), herein.

2.1.3 Examples of Fixed Assets that might be improved or bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage and lighting systems, etc.

3.0 Intangible Property is an item which lacks physical substance but gives valuable rights to the owner; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

3.1 The acquisition cost of the Intangible Property

includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical Intangible Property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.

3.2 Examples of Intangible Property include patents, copyrights, leases, computer software, etc.

4.0 Hardware consists of tangible equipment including computers, printers, terminals, etc.; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

E. Supplies

1.0 Supplies are items which have all of the following attributes:

1.1 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils, printer cartridges, file folders, etc. (i.e., Supplies are items which are used in such a way that once used, they cannot be re-used or recovered afterward).

1.2 Have a unit acquisition cost that is less than \$500.

1.3 Are necessary for Subrecipient to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.

1.4 Are either purchased with Subaward Sums and/or were acquired by Subrecipient under a Predecessor Agreement(s).

III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

A. The following requirements are applicable to both Assets and Supplies. In some areas, the requirements are only applicable to Assets; however, Subrecipient shall exercise due diligence in the use and maintenance of Supplies when specific requirements related to Supplies are not addressed.

B. Management of Assets and Supplies

1.0 To prevent misuse, destruction or theft, Subrecipient shall exercise due diligence in its care, use, maintenance, protection and preservation of all Assets and Supplies.

- 2.0 During the entire term of this Subaward, Subrecipient is responsible for the replacement or repair of Assets until Subrecipient has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.
- 3.0 Subrecipient shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 4.0 Subrecipient shall use Assets and Supplies for the purpose for which they are intended under this Subaward. When no longer needed for that purpose, Subrecipient shall treat them as prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.
- 5.0 Subrecipient may share use of Assets or allow use by other programs upon prior written approval of County. As a condition of approval, County may require payment under this Subaward for that use.

C. Loss, Destruction or Theft of Assets

- 1.0 Subrecipient shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Subrecipient shall report such loss, destruction or theft as follows:
 - 1.1 Subrecipient shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.
 - 1.2 Subrecipient shall notify County's Contract Manager by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Subrecipient shall prepare an Incident Report, as described below, which shall be provided to County's Contract Manager.
 - 1.3 Incident Report
 - 1.3.1 At a minimum, Subrecipient's Incident Report of such loss shall contain the following elements:

- 1.3.1.1 Identification of the Asset(s)
- 1.3.1.2 Recorded value(s) of each Asset
- 1.3.1.3 Facts relating to the crime
- 1.3.1.4 A copy of the police report, where appropriate

1.3.2 Subrecipient shall retain the Incident Report pursuant to the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

2.0 Subrecipient agrees to indemnify County for any loss resulting from the use of any Assets.

IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

- A. Any Asset purchased with the Federal portion of Subaward Sums, if any, and/or with Subrecipient's required matching contributions may not be depreciated or capitalized.
- B. Any Asset purchased with the non-Federal portion of Subaward Sums, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Subrecipient's acquisition policies.
- C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- 1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- 2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Subrecipient to satisfy funding matching requirements.
- 3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.

- 4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by Subrecipient.

V. TITLE TO ASSETS

A. Assets Purchased with Subaward Sums

- 1.0 Unless otherwise required by Federal or State laws or regulations, or as agreed upon in writing by the parties, Assets remain the property of County until such time as County approves the final disposition of the Assets (i.e., County retains title to all Assets used in the performance of this Subaward).

B. Assets Purchased Under a Predecessor Agreement(s)

- 1.0 Unless otherwise required by Federal or State laws or regulations or as agreed upon in writing by the parties, Assets purchased under a Predecessor Agreement(s) remain the property of County until such time as County approves the final disposition of these Assets (i.e., County retains title to all Assets purchased under a Predecessor Agreement(s)).

C. Title to Vehicles

- 1.0 County retains title to vehicles that are purchased with Subaward Sums. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.
- 2.0 Vehicles shall be registered only in the name of Subrecipient. Such registration applies to all vehicles which are purchased with Subaward Sums as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.
- 3.0 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient shall ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws.

Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and shall submit a copy of the smog certificate to County's Compliance Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Subrecipient shall provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

D. Throughout the entire term of this Subaward, Subrecipient shall adhere to the following:

1.0 Subrecipient shall provide current, ongoing and adequate insurance covering all vehicle drivers pursuant to Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of the Subaward.

2.0 Subrecipient shall ensure that each vehicle driver has a current, valid California driver's license.

VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

A. Necessary Prior Approval to Purchase Assets for Area Agency on Aging Programs

1.0 Prior to purchasing or acquiring any Assets, Subrecipient must receive written approval from County authorizing the purchase when Subrecipient will use any amount of Subaward Sums to purchase the Asset. Prior approval is also required for the following:

1.1 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

1.2 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

2.0 Prior approval is not required for the purchase of Supplies. However, Subrecipient shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with Administrative Requirements.

- 3.0 Subrecipient shall submit a written request to County's Contract Manager to request authorization to purchase such Asset. Subrecipient shall submit this written request at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Asset.
- 3.1 For WIOA Programs, Subrecipient shall submit a written request to County's Contract Manager following the instructions provided in WIOA Directive number D-DWA-04-024/D-YTH-04-08 (dated August 24, 2004). Copies of this Directive are available on the Work Source California website, which may be accessed using the following address:
<http://www.worksourcecalifornia.com/information/directives.htm>
- 4.0 Upon receiving written approval from County, Subrecipient shall ensure that all Asset purchases are also approved in writing by Subrecipient's Board of Directors or its Authorized Representative, before the Asset is purchased.
- 5.0 County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Asset. Once all written approvals have been received, Subrecipient shall then include the Asset in its Budget and proceed with the purchase.
- 6.0 Examples
 - 6.1 If Subrecipient intends to purchase an item which costs \$475 and Subrecipient will use \$475 of Subaward Sums to purchase this item, prior approval is not required.
 - 6.2 If Subrecipient intends to purchase an item, which costs \$550 and Subrecipient will use \$500 of Subaward Sums to purchase this item, prior written approval is required.

VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

A. Necessary Prior Approval to Dispose of Assets for AAA Programs:

- 1.0 Subrecipient shall obtain prior written approval from County (and State) in order to sell, trade-in, discard, or transfer to another entity any Asset with a unit acquisition cost of at least

\$500 and/or any item which meets the standards outlined in the Subaward pertaining to Information Technology. Subrecipient shall not dispose of any Asset or Information Technology product unless/until Subrecipient receives such written approval.

- 2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval, and Subrecipient shall adhere to all County and State requirements for the disposal of these Assets/Information Technology product.
- 3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality) of the Subaward, Exhibit 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.

B. Necessary Prior Approval to Dispose of Assets for WIOA Programs

- 1.0 Subrecipient shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500. Subrecipient shall not dispose of any Asset unless/until Subrecipient receives such written approval.

- 2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the disposal of these Assets.
 - 3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality) 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 Dispose of Assets for all Other Programs:
- 1.0 Subrecipient shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Subrecipient shall not dispose of any Asset unless/until Subrecipient receives such written approval.
 - 2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the disposal of these Assets.

- 3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality), Exhibit 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.
- D. Necessary Prior Approval to Use Program Income from Sales Revenue
- 1.0 Subrecipient shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).
 - 4.0 Subrecipient shall contact County's Program Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the use of such Program Income.

VIII. PURCHASE REQUIREMENTS FOR ASSETS

- A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise due diligence in the purchase of Supplies when specific requirements related to Supplies are not addressed.

B. Cost Requirements

- 1.0 Subrecipient shall perform a cost or price analysis prior to the purchase of an Asset.
 - 1.1 A cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability and allowability. Subrecipient shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in Administrative Requirements.
 - 1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.
- 2.0 Subrecipient shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.
- 3.0 Subrecipient shall avoid purchasing unnecessary or duplicative items. Subrecipient shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).
- 4.0 Subrecipient shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Subrecipient as well as any charges for taxes, delivery/shipping, etc.
- 5.0 Subrecipient shall only charge the true actual cost of the Asset to this Subaward. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Subaward shall not be charged by Subrecipient to another grant, program or contract.

C. Competitive Procurement

- 1.0 Subrecipient shall conduct all procurements for Assets in a manner that provides full, open and free competition

consistent with the procurement standards outlined in Administrative Requirements.

- 2.0 Subrecipient shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.
- 3.0 Subrecipient shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.
- 4.0 Subrecipient or Subrecipient's agent who develops or drafts specifications, requirements, statements of work, invitation for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.
- 5.0 Subrecipient shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.
- 6.0 Sole Source Procurement (Non-competitive Procurement)
 - 6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.
 - 6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in Administrative Requirements and at least one (1) of the following applies:
 - 6.2.1 The Asset is available only from a single source/vendor.
 - 6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.
 - 6.2.3 County provides written authorization for non-competitive procurement of the Asset.
 - 6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.

- 6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.
- 7.0 Subrecipient shall ensure that solicitations for Assets provide:
 - 7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.
 - 7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.
 - 7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.
 - 7.4 Description of specific features of “brand name” products or an equivalent that bidders are required to meet when such items are included in the solicitation.
 - 7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.
 - 7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.
- 8.0 Subrecipient shall make an effort to utilize small businesses, minority-owned firms and women’s business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Administrative Requirements.

D. Procurement Instrument

- 1.0 Subrecipient shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price subawards, cost reimbursable subawards, etc.
- 2.0 Subrecipient shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.

- 3.0 “Cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.

E. Documentation Requirements

- 1.0 Subrecipient shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).
- 2.0 Subrecipient shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).
- 3.0 Subrecipient shall maintain documentation of its cost/price analysis and any sole source procurement.
- 4.0 Subrecipient’s Budget
 - 4.1 Subrecipient shall report Assets purchased with Subaward Sums on the Budget. Prior to reporting Assets on the Budget, Subrecipient shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.
 - 4.2 Assets purchased by Subrecipient shall match the Assets reported on the Budget.
 - 4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Subrecipient shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.
 - 4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Subrecipient shall submit a Budget Modification to County’s Contract Manager before the end of the Fiscal Year pursuant to Subparagraph 9.9 (Modifications) of the Subaward.
- 5.0 Additional Documentation Requirements for Area Agency on Aging Programs
 - 5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:

5.1.1 Subrecipient shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.

5.1.2 The supporting documents shall be submitted to County's Contract Manager at the same time that Subrecipient submits its invoice to County for the Asset.

- F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.
- G. Assets purchased either wholly with the Federal share of Subaward Sums and/or with any required Subrecipient matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR ASSETS

- A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise reasonable care in the maintenance and tracking of Supplies.
- B. Asset Bar Code Identification Tags
 - 1.0 Subrecipient shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.
 - 2.0 Subrecipient shall notify County's Contract Manager to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Subrecipient shall provide County full access to these Assets so that County can affix the tags on each Asset.
- C. Inventory Tracking
 - 1.0 Every two (2) years, or more frequently as requested by County, Subrecipient shall conduct a physical inventory of all Assets and shall document its activities. Subrecipient shall reconcile the results with Subrecipient's Asset accounting and inventory records.
 - 2.0 Subrecipient shall investigate any difference(s) between quantities determined by the physical inspection and those

shown in the accounting and inventory records to determine the causes of the difference(s).

- 3.0 As part of its inventory tracking, Subrecipient shall verify the existence, current utilization and continued need for Assets.
- 4.0 Subrecipient shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Subrecipient shall remove these Assets from its accounting and inventory records. Subrecipient shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

D. Reporting Current Fiscal Year

- 1.0 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Subrecipient shall complete its report of all Assets purchased during that Fiscal Year.
- 2.0 Subrecipient shall maintain supporting records for all Assets.
- 3.0 County may require Subrecipient to submit such supporting records upon request.
- 4.0 Subrecipient shall ensure that the information on the supporting records match the information reflected on County's inventory records.

X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. Additionally, Subrecipient shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Subrecipient shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant to Section VII (Approval Requirements for Disposing of Assets), herein.
- B. Consistent with Federal and State regulations, Subrecipient may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in the Administrative Requirements.

- C. For purposes of this Exhibit S, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.
- D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.
 - 1.0 Salvage items include Assets which are obsolete, broken or irreparable.
 - 2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Subaward, termination of the Program, dissolution of Subrecipient's operations, or other similar circumstances.
 - 3.0 Subrecipient may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:
 - 3.1 Only after the Assets have first been offered to and declined in writing by County.
 - 3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Subrecipient. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Subrecipient employees; Subrecipient employees' family members; entities that conduct business or have a relationship with Subrecipient; Clients; etc.
- E. Disposition of Assets upon Dissolution of Subrecipient's Operations, Expiration or Termination of Subaward or Termination of Program
 - 1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:
 - 1.1 After dissolution of Subrecipient's operations
 - 1.2 Upon expiration or termination of this Subaward
 - 1.3 When the Program, for which Assets were purchased, has ended
 - 2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.

- 3.0 Subrecipient shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Contract Manager within the timeframe designated by County.
- 4.0 County reserves the right to require Subrecipient to transfer such Assets to another entity, including, but not limited to, State, County or another subrecipient.
- 5.0 To exercise the right referenced in Subsection X.E.4.0, herein, County will issue specific written disposition instructions to Subrecipient no later than ninety (90) days after expiration or termination of this Subaward, notification of Subrecipient's dissolution or termination of the Program.

F. Supplies

- 1.0 Subrecipient shall compensate County for its share of the residual inventory of unused Supplies if the residual or current fair market value of the inventory exceeds \$500 or more in the aggregate when the items are no longer needed for either the Program or another Federally-funded program.
- 2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

G. Current Fair Market Value

- 1.0 Subrecipient shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.
- 2.0 Subrecipient shall use one (1) or more of the following methods/resources to determine the current fair market value of an Asset:
 - 2.1 Orion Computer Blue Book
 - 2.2 Professional or expert appraisal
 - 2.3 Public advertisement
 - 2.4 Industry quotation
 - 2.5 Other similar methods/resources

H. Sale of Assets

- 1.0 After receiving written approval from County for this action, Subrecipient may sell Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.
- 2.0 Subrecipient shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.
- 3.0 Subrecipient shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Subrecipient may be required to reimburse County for the revenue that is earned pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).
- 4.0 After the sale of an Asset, Subrecipient shall prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.
- 5.0 Subrecipient shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

I. Transfer of Assets

- 1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.
- 2.0 Subrecipient shall transfer Assets according to this order:
 - 2.1 To another program providing the same or similar service as that provided under this Subaward.
 - 2.2 To a Federally or State-funded program.
- 3.0 After the transfer of an Asset, Subrecipient shall prepare an updated Inventory Control Form and shall submit it to County's Contract Manager within the timeframe to be

specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.

- 4.0 Subrecipient shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Subrecipient shall forward copies of these receipts to County's Contract Manager along with the completed Inventory Control Form.

J. Donation of Assets

- 1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.
- 2.0 To donate Assets, Subrecipient shall:
 - 2.1 Prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.
 - 2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.
 - 2.3 Obtain liability waiver(s) for donated items. Subrecipient shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:
 - 2.3.1 Names and addresses of Subrecipient and recipient organization.
 - 2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.
 - 2.3.3 Date when donation was received by recipient organization.

2.3.4 Certification statement to be attested to by recipient organization releasing Subrecipient from all liability for the donated Asset(s).

2.3.5 Name, signature and title of the recipient organization's authorized representative.

XI. NON-COMPLIANCE WITH PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS

- A. Subrecipient shall be under a continuing obligation throughout the entire term of this Subaward to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in Administrative Requirements.
- B. Subrecipient's non-compliance with these requirements shall subject Subrecipient to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Subparagraph 9.19 (Remedies for Non-Compliance) of the Subaward. County may also impose the following remedies as warranted by the non-compliance:
 - 1.0 Disallow the cost for Assets purchased without prior written approval
 - 2.0 Require Subrecipient to remit payment for Assets which are not properly disposed or inventoried
 - 3.0 Remove those Assets from Subrecipient which are not properly maintained pursuant to the requirements outlined herein.

XII. RECORDKEEPING

- A. Subrecipient shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.
- B. Subrecipient shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.

EXHIBIT T
(INTENTIONALLY OMITTED)

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.](#)

Name of Authorized Representative

[Click here to enter text.](#)

Title of Authorized Representative

[Click here to enter a date.](#)

Authorized Representative's Signature

Date

EXHIBIT 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 Contract Manager or designee.

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 Manager.
- 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 Administrator
 - 8.2.2.1. Ms. Lynn Tran may be reached by phone or e-mail, respectively, as follows: (323) 513-4214 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 W
(Budget)

Subrecipient's Budget is included herein by reference, and shall be completed and submitted as directed.

EXHIBIT Y (LIST OF LOWER TIER SUBAWARDS)

Subrecipient's Legal Name: [Click here to enter text.](#)

Select the certification below that is applicable to Subrecipient's use of Lower Tier Subrecipient(s)/Lower Tier Subaward(s):

- ☐ Subrecipient intends to use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services (details are provided in the chart below).
- ☐ Subrecipient will not use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services.

Lower Tier Subrecipient			Description of Services to be Performed
Legal Name	Address	Contact Person's Name and Phone Number	
Click here to enter text.	Click here to enter address.	Click here to enter text.	<div><input type="checkbox"/> Click here to enter text.</div>
		Click here to enter phone number.	

If you need to report additional Lower Tier Subrecipients, use this Exhibit Y and include page numbers on each completed Exhibit Y as follows: Page 1 of X, Page 2 of X, Page 3 of X, etc. (where 'X' represents the total number of completed forms).

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).

EXHIBIT AA
(SUBRECIPIENT'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)

Subrecipient shall provide information about its data encryption practices. Subrecipient acknowledges that the information provided herein certifies that Subrecipient will comply with County of Los Angeles Board of Supervisor's Policy Manual Chapter 5 (Contracting and Purchasing) Policy Number 5.200 (Contractor Protection of Electronic County Information) during the term of the Subaward.

Requirement		Compliance Response	Validation Report(s) Available
1	Does Subrecipient intend to store County Information Assets (defined in Exhibit P (Definitions) of the Subaward) on workstation(s)?	Choose an item.	
1.1	If 'Yes' to Item 1, will County Information Assets stored on the workstation(s) be encrypted?	Choose an item.	Choose an item.
2	Does Subrecipient intend to store County Information Assets on laptop(s)?	Choose an item.	
2.1	If 'Yes' to Item 2, will County Information Assets stored on the laptop(s) be encrypted?	Choose an item.	Choose an item.
3	Does Subrecipient intend to store County Information Assets on removable media?	Choose an item.	
3.1	If 'Yes' to Item 3, will County Information Assets stored on removable media be encrypted?	Choose an item.	Choose an item.
4	Does Subrecipient intend to store County Information Assets on remote servers (i.e., cloud storage, Software-as-a-Service (SaaS))?	Choose an item.	Choose an item.
5	Will County data be encrypted when transmitted?	Choose an item.	
6	Will Subrecipient maintain a copy of any validation/attestation reports generated by its encryption tools?	Choose an item.	

Declaration

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

[Click here to enter text.](#)

Subrecipient's Legal Name

[Click here to enter text.](#)

Name of Authorized Representative

Authorized Representative's Signature

[Click here to enter text.](#)

Title of Authorized Representative

[Click here to enter a date.](#)

Date

EXHIBIT BB
(INTENTIONALLY OMITTED)

EXHIBIT CC
(INTENTIONALLY OMITTED)

EXHIBIT DD
(INTENTIONALLY OMITTED)

EXHIBIT EE (INFORMATION SECURITY AND PRIVACY REQUIREMENTS)

County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Exhibit EE (Information Security and Privacy Requirements) ("Exhibit") set forth County and Subrecipient's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by Subrecipient before the Effective Date of the Subaward and maintained throughout the term of the Subaward.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between County and Subrecipient (the "Subaward") and any other agreements between the parties. However, it is Subrecipient's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Subaward by Subrecipient, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Subaward, to immediately terminate Subaward. To the extent there are conflicts between this Exhibit and Subaward, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in Subaward, the definitions herein contained are specific to the uses within this Exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of

Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** Subrecipient shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of County Information covered under this Subaward.

Subrecipient's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Subrecipient employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

Subrecipient shall exercise the same degree of care in safeguarding and protecting County Information that Subrecipient exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. Subrecipient will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

Subrecipient's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in Subrecipient's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to Subrecipient.

- b. **Privacy Program.** Subrecipient shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. Subrecipient's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy

Policies, guidelines, procedures, and appropriate training will be provided to all Subrecipient employees, agents, and volunteers. Subrecipient's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. Subrecipient's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

Subrecipient shall exercise the same degree of care in safeguarding the privacy of County Information that Subrecipient exercises with respect to its own Information, but in no event less than a reasonable degree of care. Subrecipient will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

Subrecipient's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that Subrecipient complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of County, and County shall retain exclusive rights and ownership thereto. County Information shall not be used by Subrecipient for any purpose other than as required under this Subaward, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Subrecipient, or commercially exploited or otherwise used by, or on behalf of, Subrecipient, its officers, directors, employees, or agents. Subrecipient may assert no lien on or right to withhold from County, any County Information it receives from, receives addressed to, or stores on behalf of, County. Notwithstanding the foregoing, Subrecipient may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Subrecipient, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. Subrecipient specifically consents to County's access to such County Information held, stored, or maintained on any and all devices Subrecipient owns, leases or possesses.

4. SUBRECIPIENT'S USE OF COUNTY INFORMATION

Subrecipient may use County Information only as necessary to carry out its obligations under this Subaward. Subrecipient shall collect, maintain, or use County Information only for the purposes specified in the Subaward and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

Subrecipient shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** Subrecipient agrees that all County Information is Confidential and proprietary to County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** Subrecipient may disclose County Information only as necessary to carry out its obligations under this Subaward, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of County's Contract Manager in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Subrecipient shall notify County's Contract Manager immediately and prior to any such disclosure, to provide County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Subaward, Subrecipient may encounter County Non-public Information ("NPI") in the course of performing this Subaward, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. Subrecipient shall not disclose or publish any County NPI and material received or used in performance of this Subaward. This obligation is perpetual.
- d. **Individual Requests.** Subrecipient shall acknowledge any request or instructions from County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Subrecipient shall have in place appropriate

policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven (7) calendar days. If an individual makes a request directly to Subrecipient involving County Information, Subrecipient shall notify County within five (5) calendar days and County will coordinate an appropriate response, which may include instructing Subrecipient to assist in fulfilling the request. Similarly, if Subrecipient receives a privacy or security complaint from an individual regarding County Information, Subrecipient shall notify County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and County will coordinate an appropriate response.

- e. **Retention of County Information.** Subrecipient shall not retain any County Information for any period longer than necessary for Subrecipient to fulfill its obligations under the Subaward and applicable law, whichever is longest.

7. SUBRECIPIENT EMPLOYEES

Subrecipient shall perform background and security investigation procedures in the manner prescribed in this Section unless the Subaward prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Section.

To the extent permitted by applicable law, Subrecipient shall screen and conduct background investigations on all Subrecipient employees and Lower Tier Subrecipients as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. Subrecipient, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

Subrecipient shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Subaward, and sign an appropriate written Confidentiality/non-disclosure agreement with Subrecipient.

Subrecipient shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. Subrecipient agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** Subrecipient's Privacy Policies and procedures as described in Section 2b. Privacy Program.

Subrecipient shall have an established set of procedures to ensure Subrecipient's employees promptly report actual and/or suspected breaches of security.

8. LOWER TIER SUBRECIPIENTS AND THIRD PARTIES

County acknowledges that in the course of performing its services, Subrecipient may desire or require the use of goods, services, and/or assistance of Lower Tier Subrecipients or other third parties or suppliers. The terms of this Exhibit shall also apply to all Lower Tier Subrecipients and third parties. Subrecipient or third party shall be subject to the following terms and conditions: (i) each Lower Tier Subrecipient and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable Subrecipient to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Subaward including this Exhibit; and (ii) Subrecipient shall be and remain fully liable for the acts and omissions of each Lower Tier Subrecipient and third party, and fully responsible for the due and proper performance of all Subrecipient obligations under this Subaward.

Subrecipient shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Subrecipient will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB

memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

Subrecipient will encrypt County Information transmitted on networks outside of Subrecipient's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, Subrecipient shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

Subrecipient shall return or destroy County Information in the manner prescribed in this Section unless the Subaward prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this Section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Subaward for any reason, Subrecipient shall (i) promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Subaward; and (iii) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Subrecipient, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be returned to County, Subrecipient shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to County. For documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be destroyed, Subrecipient shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with Subdivision b of this Section. Upon termination or expiration of Subaward or at any time upon County's request, Subrecipient shall

return all hardware, if any, provided by County to Subrecipient. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by County.

- b. **Method of Destruction.** Subrecipient shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that County Information cannot be retrieved. Subrecipient will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County's Contract Manager within ten (10) days of termination or expiration of the Subaward or at any time upon County's request. On termination or expiration of this Subaward, County will return or destroy all Subrecipient's Information marked as confidential (excluding items licensed to County hereunder, or that provided to County by Subrecipient hereunder), at County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Subrecipient facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Subrecipient facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

Subrecipient shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

Subrecipient must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and

associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If Subrecipient makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13.ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Subaward or otherwise expressly approved by the County's Contract Manager or Program Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by Subrecipient and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Subrecipient at off-site facilities.

Subrecipient shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. Subrecipient will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Subrecipient shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, Subrecipient shall ensure all County

Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, Subrecipient shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Andrew Lau
Departmental Information Security Officer
3175 West 6th Street
Los Angeles, CA 90020
(213) 500-1132
alau@wdacs.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

- v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon County's written request, without charge, unless the Incident was caused by the acts or omissions of County. As Information about the Incident is collected or otherwise becomes available to Subrecipient, and unless prohibited by law, Subrecipient shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, County, law firms, and and/or law enforcement agencies at the direction of County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.
- f. Allow County or its third-party designee at County's election to perform audits and tests of Subrecipient's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Subaward and Exhibit, Subrecipient shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Subrecipient's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

Subrecipient acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to County, and therefore, that upon any such breach, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Subaward and be grounds for immediate termination of this Subaward in the exclusive discretion of County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** Subrecipient shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Subrecipient's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by County.

Subrecipient shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Subrecipient shall provide the audit results and any corrective action documentation to County promptly upon its completion at County's request. With respect to any other report, certification, or audit or test results prepared or received by Subrecipient that contains any County Information, Subrecipient shall promptly provide County with copies of the same upon County's reasonable request, including identification of any failure or exception in Subrecipient's Information systems, products, and services, and the corresponding steps taken by Subrecipient to mitigate such failure or exception. Any reports and related materials provided to County pursuant to this Section shall be provided at no additional charge to County.

- b. **County Requested Audits.** At its own expense, County, or an independent third-party auditor commissioned by County, shall have the right to audit Subrecipient's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon County's request Subrecipient shall complete a questionnaire regarding Subrecipient's Information Security and/or program. County shall pay for County requested audit unless the auditor finds that Subrecipient has materially breached this Exhibit, in which case Subrecipient shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, County may exercise its termination rights underneath the Subaward.

Such audit shall be conducted during Subrecipient's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Subrecipient's normal business operations. County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Subrecipient customers such as IP address, server names, etc. Subrecipient shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This

right of access shall extend to any regulators with oversight of County. Subrecipient agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Subrecipient will provide to County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Subrecipient or a third party; and (ii) corrective actions or modifications, if any, Subrecipient will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Subaward, Subrecipient agrees to indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- Subrecipient's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- Subrecipient's failure to perform or comply with any terms and conditions of this Subaward or related agreements with County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on Subrecipient's systems or networks (including all costs and expenses incurred by County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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