

**APPENDIX A**  
**(SAMPLE SUBAWARD)**



**SUBAWARD**

BY AND BETWEEN

COUNTY OF LOS ANGELES

WORKFORCE DEVELOPMENT, AGING AND  
COMMUNITY SERVICES

AND

---

FOR

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

SUBAWARD NUMBER SCSEP222301

SUBAWARD PERIOD JULY 2022 – JUNE 2023

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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, 11<sup>th</sup> Floor**  
**Los Angeles, CA 90020**

and

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

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

**WHEREAS**, pursuant to California Government Code Section 26227, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

**WHEREAS**, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3056 et seq. ("OAA"), the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. ("OCA"), the California Department of Aging ("CDA" or "State") is designated to administer the OAA Title V Senior Community Service Employment Program (SCSEP) for the purpose of providing part-time community service employment and training to low-income individuals fifty five (55) years of age and older; and

**WHEREAS**, County has established its Title V Senior Community Service Employment Program ("SCSEP" or "Program"), and County has entered into an agreement with State wherein State has authorized County to oversee the Program services defined in Exhibit A (Statement of Work) ("Program Services" or "Services") and provide Services to Clients who are defined in Exhibit A (Statement of Work); and

**WHEREAS**, the Program Services shall be governed by the following regulations: OAA; OCA; WIOA; Title 20 Code of Federal Regulations Part 641 et seq.; Title 29 Code of Federal Regulations Part 652 et seq.; California Business and Professions Code Sections 2585 and 2586; and, all regulations, bulletins, directives, Training and Employment Guidance Letters ("TEGLs"), and Program memoranda thereto which are promulgated by the United States Department of Health and Human Services, the United States Department of Labor, State and County; and

**WHEREAS**, County has received funding to establish, implement and oversee Program Services and such funding has been authorized by the following regulations: OAA Title V SCSEP; and

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

**WHEREAS**, Subrecipient warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide such SCSEP Services within County's jurisdictional boundaries excluding the City of Los Angeles throughout the term of this Subaward;

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

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

**WHEREAS**, on [ @ Board Date @ ], the County's Board 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 Subaward.

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

## **1.0 APPLICABLE DOCUMENTS**

- 1.1** Exhibits A, D, E, F, G1, H, I, N, O, P, Q, R, S, V, W, W1, Y, AA, BB, CC, DD, EE, and FF are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2** Subrecipient's Proposal submitted in response to the Senior Community Service Employment Program (SCSEP) Request for Proposals (RFP) is incorporated and made part of this Subaward. Subrecipient's misrepresentation of any required element in its Proposal submitted in response to the RFP shall be considered an event of default and this Subaward may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3** The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4** References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and

Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: <https://wdacs.lacounty.gov/doing-business-with-wdacs/>.

- 1.5** Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.
- 1.6** In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:
- 1.6.1 Exhibit A (Statement of Work)
  - 1.6.2 Exhibit D (Subrecipient's Equal Employment Opportunity Certification)
  - 1.6.3 Exhibit E (County's Administration)
  - 1.6.4 Exhibit F (Subrecipient's Administration)
  - 1.6.5 Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)
  - 1.6.6 Exhibit H (Jury Service Ordinance)
  - 1.6.7 Exhibit I (Safely Surrendered Baby Law)
  - 1.6.8 Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))
  - 1.6.9 Exhibit O (Charitable Contributions Certification)
  - 1.6.10 Exhibit P (Definitions)
  - 1.6.11 Exhibit Q (Accounting, Administration and Reporting Requirements)
  - 1.6.12 Exhibit R (Joint Funding Revenue Disclosure)
  - 1.6.13 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)
  - 1.6.14 Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)
  - 1.6.15 Exhibit W (Budget)
  - 1.6.16 Exhibit W1 (Budget) {FY 2022-23 State OARR SEO Funds}

- 1.6.17 Exhibit Y (List of Lower Tier Subawards)
  - 1.6.18 Exhibit AA (Subrecipient's Compliance with Encryption Requirements)
  - 1.6.19 Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit)
  - 1.6.20 Exhibit CC (FEMA Provisions)
  - 1.6.21 Exhibit DD (California Civil Rights Laws Certification)
  - 1.6.22 Exhibit EE ((Information Security and Privacy Requirements)
  - 1.6.23 Exhibit FF (COVID-19 Vaccination Certification of Compliance)
- 1.7** In addition to the terms and conditions listed herein, Subrecipient shall comply with the State's terms and conditions and shall obtain the most current version of the CDA contract and any amendments thereto which are available online as follows:  
[https://www.aging.ca.gov/Providers\\_and\\_Partners/Area\\_Agencies\\_on\\_Aging/Contracts\\_Download\\_Page/](https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Contracts_Download_Page/).
- 1.8** All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Subrecipient pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and shall form a part of this Subaward. Subrecipient shall comply with all directions and instructions issued by County through these forms of communication.

## **2.0 DEFINITIONS AND HEADINGS**

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

### **2.2 Federal and County Terms**

- 2.2.1** In compliance with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., the following terms shall be used to refer to this Agreement:
- 2.2.1.1 Subaward:** Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and [ @ Supplier Name @ ] for [ @ Program Name @ ] Services Subaward Number [ @ PO Document Number @ ] Subaward Period July 1, 2022 – June 30, 2023;
  - 2.2.1.2 Subrecipient:** The party to this Agreement who is identified as [ @ Supplier Name @ ];

- 2.2.1.3 **Lower Tier Subaward:** A third-party agreement; and
- 2.2.1.4 **Lower Tier Subrecipient:** A third-party
- 2.2.2 In compliance with County of Los Angeles statutes and Board mandates, the following terms also may be used to refer to this Agreement in certain instances:
  - 2.2.2.1 **Contract:** Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and [ @ Supplier Name @ ] for [ @ Program Name @ ] Services Subaward Number [ @ PO Document Number @ ] Subaward Period July 1, 2022 – June 30, 2023;
  - 2.2.2.2 **Contractor:** The party to this Agreement who is identified as [ @ Supplier Name @ ];
  - 2.2.2.3 **Subcontract:** A third-party agreement
  - 2.2.2.4 **Subcontractor:** A third-party
- 2.2.3 In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward, and Lower Tier Subrecipient are used, then these shall have the meaning provided herein and as noted in Exhibit P (Definitions).

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Subaward, Subrecipient shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.
- 3.2 If Subrecipient provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Subaward, the same shall be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient shall have no claim whatsoever against County.
- 3.3 In the performance of this Subaward, Subrecipient shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.
- 3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient shall provide Services and expend the Subaward Sum allocated



for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); and, Budget exhibit(s).

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

#### **4.0 TERM OF SUBAWARD**

- 4.1** The term of this Subaward shall be one (1) year commencing on July 1, 2022, upon execution by the parties, and shall continue through June 30, 2023, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).
- 4.2** Following the initial term as set forth in Subparagraph 4.1 above, County shall have the sole option to extend the Subaward term for up to three (3) additional one (1) year periods for a maximum total Subaward term of four (4) years. Each such extension option shall be exercised at the sole discretion of County's Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.3** Following the extended term as set forth in Subparagraph 4.2 above, County shall have the sole option to extend the Subaward term for up to six (6) months for a maximum total Subaward term of four (4) years and six (6) 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.
- 4.4** Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.

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

## 5.0 SUBAWARD SUM

### 5.1 TOTAL SUBAWARD SUM

#### 5.1.1 Cost Reimbursement Subaward

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

5.1.1.2 County shall reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work), 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 Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County shall remedy such discrepancy(ies) at County's sole discretion.

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

#### 5.1.2 Funding Allocations

5.1.2.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **\$[@ Maximum Annual Contract Sum (Year 1) @]** (which includes Federal Older Americans Act (OAA) Title V Funds in the amount of \$\_\_\_\_\_, and California's Older Adults' Recovery and Resilience (OARR) Senior Employment Opportunities Funds in the amount of \$\_\_\_\_\_) ("Subaward Sum Year 1") and the year-to-date funding allocation is **\$[@ Maximum Contract Sum @]** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

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

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

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

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

5.1.3.2 Older Americans Act (OAA) Title V Funds.

5.1.3.2.1 Subaward Sum: **\$[@ Year 1 Annual Sum (OAA Title V) @]**.

5.1.3.2.2 Service Area: Los Angeles County Supervisorial Districts 1, 2, 3, 4, and 5 (excluding the City of Los Angeles).

5.1.3.2.3 Period of Performance: July 1, 2022 – June 30, 2023.

5.1.3.2.4 Allocation Letter: Fiscal Year 2022-23 Older Americans Act Title V and California's Older Adults' Recovery and Resilience (Senior Employment Opportunities) Funding Allocation for Senior Community Services Employment Program.

5.1.3.3 California's Older Adults' Recovery and Resilience (Senior Employment Opportunities) Funds.

5.1.3.3.1 Subaward Sum: \$[@ Year 1 Annual Sum (OARR) @].

5.1.3.3.2 Service Area: Los Angeles County Supervisorial Districts 1, 2, 3, 4, and 5 (excluding the City of Los Angeles).

5.1.3.3.3 Period of Performance: July 1, 2022 – June 30, 2023.

5.1.3.3.4 Allocation Letter: Fiscal Year 2022-23 Older Americans Act Title V and California's Older Adults' Recovery and Resilience (Senior Employment Opportunities) Funding Allocation for Senior Community Services Employment Program.

## **5.2 WRITTEN APPROVAL FOR REIMBURSEMENT**

5.2.1 Subrecipient shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with County's express prior written approval.

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

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

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

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

## 5.5 INVOICES AND PAYMENTS

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

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

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

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

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

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

5.5.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient shall immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient shall immediately return such overpayment to

County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

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

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

#### **5.5.5 County Approval of Invoices**

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

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

#### **5.5.6 Payments to Subrecipient**

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work)

and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has no obligation to pay for any work except those Services expressly authorized by this Subaward.

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

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

5.5.6.4 **Past Due Invoice**

5.5.6.4.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.



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

- 5.5.6.5.1 During any Fiscal Year period within the term of this Subaward, County, at its sole discretion, has the option of altering the monthly method of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that the Subaward Sum will be completely depleted before the end of a Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.
- 5.5.6.5.2 In no event shall County's decision to alter the method of compensation affect the Term, the Subaward Sum allocated for any Fiscal Year under this Subaward, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

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

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

Tier Subawards); Exhibit AA (Subrecipient's Compliance with Encryption Requirements); Exhibit CC (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); Exhibit DD (California Civil Rights Laws Certification); and, Exhibit FF (COVID -19 Vaccination Certification of Compliance).

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

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

**5.6 COST ADJUSTMENTS**

5.6.1 In the event that County exercises its renewal option(s), Subrecipient may request a cost increase for the following Fiscal Year, where such increase(s) shall only be based on the occurrence of any of the following and shall include the information noted herein:

5.6.1.1 Increase in wages (e.g., minimum wage): the amount (dollars/cents) of the increase and its impact on the cost(s); the number of staff affected by minimum wage increase(s); hourly rate increase(s); number of hours; and, any other relevant information that will facilitate County's review.

5.6.2 Subrecipient's request shall be provided in writing and shall include a detailed justification for the increase based on meeting one or more of the conditions noted in Subparagraph 5.6.1. Subrecipient shall be able to provide supporting documentation to substantiate any request for a cost increase. The written request shall be submitted to County's Contract Manager no later than April 1 of the of the Fiscal Year preceding the Fiscal Year in which the cost(s) adjustment is expected to take effect.

5.6.3 County has the sole discretion to approve or reject Subrecipient's request.

5.6.3.1 All such requests shall not cause or authorize exceeding the maximum annual Subaward Sum or the Maximum Subaward Sum.

5.6.4 County may negotiate with Subrecipient to decrease its unit rate(s) for the following Fiscal Year in which the cost(s) decrease is expected

to take effect when County determines that Subrecipient's cost(s) exceeds the actual costs to provide Program Services. In the event that the cost(s) is increased or decreased for any Fiscal Year after the first Fiscal Year, County shall provide Subrecipient written confirmation of the final cost(s); otherwise, the cost(s) will remain the same as that which is reflected for the first Fiscal Year of this Subaward.

## **5.7 LIMITATIONS ON USE OF SUBAWARD SUMS**

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

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

### **5.7.3 Limitations on Subaward Sums**

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

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

### **5.7.4 Prohibitions on Subaward Sums**

5.7.4.1 Subrecipient shall comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to

influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan or cooperative agreement. Subrecipient shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

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

## **5.8 OTHER SUBAWARDS**

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

## **5.9 JOINT FUNDING REVENUES**

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

## **5.10 FEDERAL AWARD INFORMATION**

- 5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but no limited to, the following: Federal Award Identification Number (FAIN), Assistance Listings Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and its Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient shall provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.
- 5.10.2 Subrecipient Name: [@ Supplier Name @]
- 5.10.3 Subrecipient's DUNS Number: [@ Subrecipient's DUNS Number @]
- 5.10.4 Federal Award Identification Number (FAIN): [@ FAIN Number @]
- 5.10.5 Federal Award Date: [@ Federal Award Date @]
- 5.10.6 Subaward Period of Performance Start and End Date: [@ Subaward Period of Performance @]
- 5.10.7 Amount of Federal Funds Obligated by this Action: \$[@ Amount of Federal Funds Obligated @]
- 5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): \$[@ Total Amount of Federal Funds Obligated to Subrecipient @]
- 5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$[@ Total Amount of Federal Award @]

- 5.10.10 Federal Award Project Description: Federal Title V
- 5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and Human Services, Administration for Community Living; California Department of Aging; and, County. Refer to Exhibit E (County's Administration) for County contact information
- 5.10.12 **Assistance Listings Numbers and Titles:** 17.235 – Senior Community Service Employment Program
- 5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.
- 5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

## **5.11 SUBRECIPIENT INDIRECT COSTS**

- 5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is ten percent (10%) of Subrecipient's modified total direct costs for OAA Title V SCSEP Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).
- 5.11.2 Subrecipient shall ensure that it has an approved indirect cost rate accepted by all Federal awarding agencies or an allocation plan approved by County, which documents the methodology used to determine the indirect costs, prior to reporting any indirect costs on Budget exhibit(s) and/or requesting reimbursement for such costs. Subrecipient shall maintain documentation of its approved indirect cost rate/allocation plan in accordance with the requirements noted under Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 5.11.3 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].
- 5.11.4 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) which is available on-line at <https://wdacs.lacounty.gov/doing-business-with-wdacs/>.

## **5.12 MATCH CONTRIBUTION**

- 5.12.1 Subrecipient shall provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution shall be reflected in Budget exhibit(s). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution and/or an in-kind match contribution. This match is calculated as a percentage of the Subaward Sum allocated for any Fiscal Year under this Subaward as reflected in Paragraph 5.0 (Subaward Sum).
- 5.12.2 The required match contribution for OAA Title V is ten percent (10%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.
- 5.12.3 There is no required match contribution for State OARR SEO for any Fiscal Year under this Subaward.

### **5.12.4 Forms of Match Contributions**

#### **5.12.4.1 Match Cash Contribution**

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

#### **5.12.4.2 Match In-Kind Contribution**

- 5.12.4.2.1 A match in-kind contribution is a non-monetary donation of goods, properties or services which are provided by either Subrecipient or non-Federal entities without charge to the Program Services for which they are donated; it is the value of non-cash contributions donated to support Program Services. In-kind contributions typically take the form of the value of personnel, goods and/or services which may include donations of volunteer services, space, equipment, etc. and this value is determined by using the fair market value method. Using sales of comparable property or the cost of comparable services is a method which can be used to determine the fair market value of an in-kind match contribution.

#### **5.12.4.3 Determination of In-Kind Volunteer Services**

- 5.12.4.3.1 Volunteer services may be used to meet the match contribution requirement and shall be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match contribution.
- 5.12.4.3.2 The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services shall be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent shall be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

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

- 5.13.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ Subaward (that is, "Contract") with County shall be Electronic Funds Transfer ("EFT") or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller ("A-C").
- 5.13.2 Subrecipient (that is, "Contractor") shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.13.4 At any time during the duration of the agreement/Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with County, shall decide whether to approve exemption requests.



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

### **6.1 COUNTY ADMINISTRATION**

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

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

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

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

- 6.3.1 The role of County's Program Manager or his/her designee may include:
  - 6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.
  - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.
- 6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

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

- 6.4.1 The role of County's Compliance Manager or his/her designee may include:
  - 6.4.1.1 Verifying Subrecipient's compliance with the requirements of this Subaward.
  - 6.4.1.2 Overseeing and monitoring the delivery of Services. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.
  - 6.4.1.3 Ensuring that the objectives of this Subaward are met.

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

- 6.5.1 County's business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).
- 6.5.2 County recognizes specific holidays during which time its offices shall be closed for business. A listing of these holidays are provided in Exhibit A (Statement of Work), Attachment 2 (County Recognized Holidays).

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

#### **7.1 SUBRECIPIENT ADMINISTRATION**

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

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

- 7.2.1 Subrecipient's Project Manager is designated in Exhibit F (Subrecipient's Administration). Subrecipient shall notify County's Contract Manager in writing of any change in the name or address of Subrecipient's Project Manager immediately upon occurrence of the change but no later than five (5) business days after the change is effective.
- 7.2.2 Subrecipient's Project Manager shall be responsible for Subrecipient's day-to-day activities as related to this Subaward and shall meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.
- 7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work).

### **7.3 APPROVAL OF SUBRECIPIENT'S STAFF**

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

### **7.4 SUBRECIPIENT'S STAFF IDENTIFICATION**

- 7.4.1 Subrecipient shall provide, at Subrecipient's expense, all staff/employees providing Services under this Subaward with a photo identification badge ("badge"). The badge shall be developed in accordance with County's specifications. Subrecipient shall obtain approval for the format and content of the badge from County's Program Manager prior to Subrecipient creating, issuing, or implementing use of the badge.
- 7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a County representative to leave a County facility if Subrecipient's staff does not have the photo identification badge on his/her person and Subrecipient's staff must immediately comply with such request.
- 7.4.3 Subrecipient shall notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient shall retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Subrecipient.
- 7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient shall retrieve and immediately destroy an employee's badge at the time the employee is removed from working on this Subaward.

### **7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

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

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

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

course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward of said obligation. Subrecipient shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

- 7.5.6 Subrecipient shall immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.
- 7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 shall not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

## **7.6 CONFIDENTIALITY**

- 7.6.1 Subrecipient shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph 7.6, Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 7.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own

counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Subrecipient and any approved Lower Tier Subrecipient 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) herein referred to as Personal, Sensitive and Confidential Information (PSCI) is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

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

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

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

County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.
- 8.1.2 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.
- 8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time shall not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.
- 8.1.4 The following events shall also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:
- 8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and shall immediately notify Subrecipient of said Amendment and the justification thereto.
- 8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated, or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in

Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

#### **8.1.5 Change Notice**

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

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

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

8.2.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Subaward (that is, "Contract"), whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent 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 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "Subcontract"), delegation,



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

### **8.3 AUTHORIZATION WARRANTY**

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("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 Subrecipient shall submit its Board of Directors' resolution, which provides written evidence to support the delegated authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements outlined in this Subparagraph 8.3.3.

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

- 8.3.3.3 Subrecipient's resolution, order, motion, or other authorization shall contain the following elements: reference to this Subaward by name and number; authorize execution of this Subaward; identify Authorized Representative and any designee who will execute the original Subaward and any subsequent amendments to this Subaward (Authorized Representative and any designee shall be specified in Exhibit F (Subrecipient's Administration)); and, approve and accept Subaward Sums. In the event that there is a change in Authorized Representative, Subrecipient 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 Subaward correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Subaward (including any extensions), and the Services to be provided by Subrecipient under this Subaward shall also be reduced correspondingly. County's notice to Subrecipient regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Subrecipient shall continue to provide all of the Services set forth in this Subaward.

#### **8.5 COMPLAINTS**

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

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

## **8.6 COMPLIANCE WITH APPLICABLE LAWS**

- 8.6.1 In the performance of this Subaward, Subrecipient shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.
- 8.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled

to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (as amended) [Title 42 United States Code Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political

affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Subrecipient shall comply with Exhibit D (Subrecipient's Equal Employment Opportunity Certification). Prior to the commencement of this Subaward, Subrecipient shall submit the completed Exhibit D to County's Contract Manager in the time and manner as designated by County.

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

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

## **8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

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

### **8.8.2 Written Employee Jury Service Policy**

8.8.2.1 Unless Subrecipient (that is, "Contractor") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the

Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Lower Tier Subrecipient (that is, "Subcontractor") to perform Services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8 shall be inserted into any such Lower Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that

Contractor continues to qualify for an exception to the Jury Service Program.

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

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with County enables such employee to influence the granting of this Subaward or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 8.9.2 Subrecipient shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Subaward.

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

- 8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

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

- 8.11.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract"), Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services (DPSS) Greater Avenues for

Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Los Angeles County Code Chapter 2.202**

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

### **8.12.3 Non-responsible Contractor**

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



offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

- 8.12.4.1 If there is evidence that Subrecipient (that is, "Contractor") may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than

five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 **Subcontractors of Contractor**

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

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

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

8.13.1 Subrecipient (that is, "Contractor") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby

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

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

- 8.14.1 Subrecipient (that is, "Contractor") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County of Los Angeles and its taxpayers.
- 8.14.2 As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this Subaward (that is, "Contract") to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Social Security Act (Title 42 United States Code Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to the California Code of Civil Procedure Section 706.031 and the California Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

- 8.15.1 County or its agent will monitor Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 Subrecipient shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Subrecipient or employees or agents of Subrecipient. Such repairs shall be made immediately after Subrecipient has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Subrecipient fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Subrecipient by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

## **8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION**

- 8.18.1 This Subaward 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 Subaward. 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 Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities (facsimile,

email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to these documents.

## **8.19 FAIR LABOR STANDARDS**

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

## **8.20 FORCE MAJEURE**

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

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

- 8.21.1 This Subaward shall be governed by, and construed in accordance with, the laws of the State of California. Subrecipient agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this

Subaward, and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

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

## **8.23 INDEMNIFICATION**

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

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

- 8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum

insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

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

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

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

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Subrecipient identified as the contracting party in this Subaward. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles

Workforce Development, Aging and Community  
Services  
Contracts Management Division  
Attention: County's Contract Manager  
510 South Vermont Avenue, 11<sup>th</sup> Floor  
Los Angeles, CA 90020

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

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

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

8.24.4 **Cancellation of or Change(s) in Insurance**

8.24.4.1 Subrecipient shall provide County with, or Subrecipient's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30)



days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Subaward, in the sole discretion of County, upon which County may suspend or terminate this Subaward.

**8.24.5 Failure to Maintain Insurance**

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

**8.24.6 Insurer Financial Ratings**

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

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

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Lower Tier Subrecipient Insurance Coverage Requirements**

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

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

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

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

**8.24.11 Claims Made Coverage**

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

**8.24.12 Application of Excess Liability Coverage**

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

**8.24.13 Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

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

8.24.15 **County Review and Approval of Insurance Requirements**

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

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability**

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

General Aggregate:	\$2 million
Products/Completed Operations	\$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 Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability**

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

coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. 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 Subrecipient's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

**8.25.4 Intentionally Omitted**

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

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

**8.25.6 Property Coverage**

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

**8.25.7 Sexual Misconduct Liability**

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

**8.25.8 Cyber Insurance Liability**

8.25.8.1 Subrecipient shall secure and maintain cyber liability insurance coverage with limits of one million

dollars (\$1,000,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient shall add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**8.25.9 Intentionally Omitted**

**8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of County's Department Head, or his/her designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Subrecipient's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Subrecipient from County, will be forwarded to Subrecipient by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Subaward that County's Department Head or his/her designee deems are correctable by Subrecipient over a certain time span, County's Department Head or his/her designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame,

County's Department Head or his/her designee may take any of the actions identified in Subparagraph 8.26.3.

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

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

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

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

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

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

## **8.27 MOST FAVORED PUBLIC ENTITY**

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

## **8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 Subrecipient (that is, "Contractor") certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Subrecipient's Equal Employment Opportunity Certification).
- 8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with any approved Lower Tier Subrecipients (that is, "Subcontractors"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward (that is, "Contract") or under any project, program or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during County's business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.

- 8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 NON-EXCLUSIVITY**

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

**8.30 NOTICE OF DELAYS**

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

**8.31 NOTICE OF DISPUTES**

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

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

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



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

- 8.33.1 Subrecipient (that is, "Contractor") shall notify and provide to its employees, and shall require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 NOTICES**

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

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

### **8.36 PUBLIC RECORDS ACT**

- 8.36.1 Any documents submitted by Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those

so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

## **8.37 PUBLICITY**

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

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

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

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

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

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

### **8.38.1 Record Retention Requirements**

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

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

- 8.38.1.2 Subrecipient shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Subrecipient in writing).
- 8.38.1.3 All such material shall be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Subrecipient shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.1.4 After the authorized retention period has expired, Subrecipient shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient shall notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall be provided to County's Contract Manager upon County's request.

**8.38.2 Access to Records**

- 8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited

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

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

### 8.38.3 **Monitoring Reviews**

- 8.38.3.1 Subrecipient shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) shall not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 shall also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.
- 8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.
- 8.38.3.3 Subrecipient shall be responsible for monitoring the activities of any approved Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient shall ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

#### 8.38.4 Independent Audit Requirements

- 8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend seven hundred fifty thousand dollars (\$750,000) or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient shall submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.
- 8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

- 8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient shall file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference shall be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference shall be paid to Subrecipient by County by cash payment, provided that in no event shall County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

**8.38.5 Failure to Comply With Requirements**

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

**8.39 RECYCLED BOND PAPER**

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

**8.40 LOWER TIER SUBAWARD**

- 8.40.1 Subrecipient shall not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County shall be deemed a material breach of this Subaward. Subrecipient shall provide a draft copy of the proposed Lower Tier

Subaward to County's Contract Manager, and shall allow County up to sixty (60) days to complete its review process. As such, Subrecipient shall ensure that it provides the Lower Tier Subaward to County well in advance of its intended date to execute the Lower Tier Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient shall factor up to sixty (60) days into its timeline to account for County's review process).

- 8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient shall complete Exhibit Y (List of Lower Tier Subawards) and at County's request shall promptly provide the following information either on or along with Exhibit Y (List of Lower Tier Subawards):
  - 8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.
  - 8.40.2.2 A draft copy of the proposed Lower Tier Subaward.
  - 8.40.2.3 Other pertinent information and/or certifications requested by County.
- 8.40.3 Subrecipient shall indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.
- 8.40.4 Subrecipient shall remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.
- 8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying any approved Lower Tier Subrecipients of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient shall forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through



Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).

- 8.40.8 Subrecipient shall obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance shall also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient shall ensure delivery of all such documents to County's Contract Manager or designee.
- 8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Subrecipient shall comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Subrecipient shall adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.
- 8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions and requirements of this Subaward shall be made applicable to such Lower Tier Subaward. To this end, Subrecipient shall include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number [ @ PO Document Number @]) with County of Los Angeles Workforce Development, Aging and Community Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward shall inure to the benefit of County of Los Angeles.
- 8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward shall not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms

and conditions as well as the services being provided under such agreement.

- 8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient shall maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.
- 8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Subaward may be disallowed, resulting in Subrecipient's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.
- 8.40.15 Subrecipient shall ensure that any approved Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit DD (California Civil Rights Laws Certification) for Lower Tier Subrecipient(s) as a condition of executing this Subaward.

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

- 8.41.1 Failure of Subrecipient (that is, "Contractor") to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Subaward (that is, "Contract"). Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

#### **8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 County may terminate this Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Subrecipient specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date

upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

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

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

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

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

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

#### **8.43 TERMINATION FOR DEFAULT**

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

8.43.1.1 Subrecipient has materially breached this Subaward; or

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

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

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

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are

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

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

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 County may, by written notice to Subrecipient (that is, "Contractor"), immediately terminate the right of Contractor to proceed under this Subaward (that is, "Contract") if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of Subrecipient. Subrecipient shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding Subrecipient under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for Subrecipient; or
  - 8.45.1.4 The execution by Subrecipient of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

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

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

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

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

**8.48      VALIDITY**

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

**8.49      WAIVER**

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

**8.50      WARRANTY AGAINST CONTINGENT FEES**

- 8.50.1      Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Subaward upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business.
- 8.50.2      For breach of this warranty, County shall have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

- 8.51.1      Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

- 8.52.1      Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice shall be grounds upon which County may terminate

this Subaward and/or pursue debarment of Subrecipient, pursuant to Los Angeles County Code Chapter 2.206.

**8.53 TIME OFF FOR VOTING**

- 8.53.1 Subrecipient shall notify and provide its employees, and shall require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Subrecipient and any approved Lower Tier Subrecipient(s) shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of EC 14000.

**8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY**

- 8.54.1 Subrecipient (that is, "Contractor") acknowledges that County has established a Zero Tolerance Human Trafficking Policy which prohibits Contractor and member of Contractor's staff from engaging in human trafficking.
- 8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Subaward (that is, "Contract"). County will not be under any obligation to disclose confidential information regarding the offense(s) other than those required by law.
- 8.54.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.54 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

**8.55 INTENTIONALLY OMITTED**

**8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

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

**8.57 COMPLIANCE WITH COUNTY POLICY OF EQUITY**

- 8.57.1 Subrecipient acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in County Policy of Equity ("CPOE") (<https://ceop.lacounty.gov/>). Subrecipient further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a

protected characteristic, and which may violate the CPOE. Subrecipient, its employees and Lower Tier Subrecipient(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Subrecipient, its employees or any approved Lower Tier Subrecipient(s) to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Subrecipient to termination of contractual agreements as well as civil liability.

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

- 8.58.1 A Proposer, or a Subrecipient (that is, "Contractor") or its subsidiary or Lower Tier Subrecipient (that is, "Subcontractor") ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision 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 Subaward (that is, "Agreement").

#### **8.59 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL**

- 8.59.1 At Subrecipient's (that is, "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, Lower Tier Subrecipients (that is, "Subcontractors") of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing Services under this Subaward (that is, "Contract"), and/or (3) coming into contact with the public while performing Services under this Contract (collectively, "In-Person Services").
- 8.59.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.59.3 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:



- 8.59.3.1 Official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card");
  - 8.59.3.2 Copy (including a photographic copy) of a Vaccination Record Card;
  - 8.59.3.3 Documentation of vaccination from a licensed medical provider;
  - 8.59.3.4 A digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or
  - 8.59.3.5 Documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards.
  - 8.59.3.6 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 Subparagraph 8.59.3. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to County for audit purposes, when required by County.
- 8.59.4 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, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing Services under this Contract, and/or (3) coming into contact with the public while performing Services under this Contract:
- 8.59.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

- 8.59.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - 8.59.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 8.59.5 In addition to complying with the requirements of this Subparagraph 8.59, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit FF (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

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

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

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

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

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

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

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

Subaward shall report the abuse and shall submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

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

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

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

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

### **9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

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

submit the completed Exhibit O (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

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

- 9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

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

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

**9.6 LIMITATION ON CORPORATE ACTS**

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

Subaward, County may, at its sole discretion, take any (or all) of the following actions:

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

## **9.7      INTENTIONALLY OMITTED**

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

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

## **9.9      MODIFICATIONS**

### **9.9.1      Modifications to this Subaward**

- 9.9.1.1      This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:
  - 9.9.1.1.1      Is a mechanism that allows Subrecipient to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification shall not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work)).
  - 9.9.1.1.2      Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements

of this Subaward and adequately cover the provision of Services.

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

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

#### 9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget(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., Subrecipient'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 Subaward. A Budget Modification shall not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward. Subrecipient shall notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

### **9.9.3 Program Modifications**

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

### **9.10 NEPOTISM**

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

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

- 9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.
- 9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient shall maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County shall have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this Subaward, any and all such working papers and all information contained therein.

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

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

- 9.12.1 Subrecipient shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County shall inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Subrecipient's defense and settlement thereof.
- 9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's



continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- 9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - 9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
  - 9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.
- 9.12.3 Subrecipient shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Subrecipient, in a manner for which the questioned product was not designed nor intended.

## **9.13 PROBATION AND SUSPENSION**

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

### **9.13.2 Probation**

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

compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

### 9.13.3 **Suspension**

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

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

## **9.14 TRANSITION OF SUBAWARD SERVICES**

### **9.14.1 Completion of Subaward**

- 9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), County will provide Subrecipient written notice of the time period that Subrecipient shall allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition

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

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

#### 9.14.2 **Transition Plan**

- 9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient shall provide a Transition Plan to County. Subrecipient shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient shall submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).
- 9.14.2.2 County shall review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

#### 9.14.3 **Elements of the Transition Plan**

- 9.14.3.1 Description of how Clients will be notified about the change in their Service provider.
- 9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.
- 9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.

- 9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.
- 9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.
- 9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.
- 9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.
- 9.14.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

9.14.4 **Implementation of the Transition Plan**

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

**9.15 TRAVEL EXPENSES**

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

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

## **9.16 DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

9.17.4 **Information Technology Systems - SCSEP Performance and Results QPR System**

9.17.4.1 **Data Entry**

9.17.4.1.1 Subrecipient shall enter Participant program and Participant data into the Department of Labor's SCSEP Performance and Results QPR

("SPARQ") System using the Web-Based Data Collection System (WDCS) on an on-going, daily basis, as updates and activities occur. Subrecipient shall also ensure that all errors identified in the SPARQ System must be cleared and the data must be timely, complete, accurate, and verifiable.

9.17.4.1.2 Subrecipient shall complete direct data entry of the required Program, Service delivery and Participant data into the SPARQ within ten (10) days of Service delivery. Subrecipient shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.4.1.3 Subrecipient shall create a plan to ensure accuracy of data form all levels which include a method for Subrecipient or Lower Tier Subrecipient(s) to verify the accuracy of the data prior to submission to State and/or County.

**9.17.4.2 Data Records**

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

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

9.17.4.2.3 All information, records, data elements and print-outs collected and maintained for the operation of the Program and pertaining to



Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.6 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

#### 9.17.4.3 **SPARQ Personnel**

- 9.17.4.3.1 Subrecipient shall assign an employee to have the primary responsibility for data entry into the SPARQ. This employee shall be the primary contact person for data issues and problems. This employee shall also be assigned a password to log-in and enter Program, Service delivery and Participant data. Subrecipient shall designate a secondary/back-up employee who can act on behalf of the primary SPARQ employee contact in the event of his or her absence. Subrecipient shall ensure that its users do not share their user identification and password information.
- 9.17.4.3.2 Subrecipient shall provide the names of Subrecipient's primary and secondary SPARQ employees using Exhibit F (Subrecipient's Administration). Subrecipient shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit F (Subrecipient's Administration), Subrecipient shall update Exhibit F (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access the SPARQ system.
- 9.17.4.3.3 Subrecipient shall ensure that the primary and secondary SPARQ employees are properly trained to operate the SPARQ and attend all SPARQ training provided by County to ensure that SPARQ operations are in compliance with all applicable regulations.

## 9.17.5 **County Information Assets**

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

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

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

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

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

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

## 9.17.6 **Data Destruction**

9.17.6.1 When Subrecipient has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County shall have sole authority to determine when Subrecipient shall destroy any such County Information Assets as described herein. Subrecipient shall only proceed with the destruction of County Information Assets (which may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.

9.17.6.2 Subrecipient 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 PSCI cannot be read or otherwise reconstructed.

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

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

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

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

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

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

9.17.7.1.1 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, Subrecipient 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, Subrecipient shall obtain written approval from County's Contract Manager.
- 9.17.7.2 Subrecipient and any approved Lower Tier Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
  - 9.17.7.2.1 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 Subrecipient and any approved Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets (PSCI) as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).
- 9.17.7.4 Subrecipient and any approved Lower Tier Subrecipient shall encrypt PSCI which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.7.5 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit AA (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.17.8 **Software Maintenance and Operational Management**

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

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

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

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

9.17.9 **Security Incident Reporting**

9.17.9.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which

Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc. Subrecipient and any approved Lower Tier Subrecipient must comply with California Department of Aging's security incident reporting procedure which is available online at <http://www.aging.ca.gov/ProgramsProviders/#Resources>.

**9.17.9.2 Notification of Security Breach to County**

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

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

**9.17.9.3 Notification of Security Breach to Clients**

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

**9.17.10 Electronic Backups**

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

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

## **9.18 REMEDIES FOR NON-COMPLIANCE**

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

## **9.19 PAYMENT AND PERFORMANCE GUARANTIES**

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

### **9.19.2 Payment Guaranty**

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

not reimburse the Lower Tier Subrecipient for goods and/or services provided by Lower Tier Subrecipient.

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

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

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

### 9.19.3 **Performance Guaranty**

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

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

9.19.3.2.1 Surety Bond: More information concerning surety bonds and companies may be obtained from the Surety Association of America ([www.surety.org](http://www.surety.org)), the Surety Information Office ([www.sio.org](http://www.sio.org)), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury. The



performance guaranty may not allow the bond surety to substitute another person to perform Services.

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

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

9.19.3.2.4 Cash

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

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

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

## **9.20 SUBAWARD DOCUMENT DELIVERABLES**

9.20.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient shall obtain and maintain current and appropriate licenses, permits and certificates which are required by

all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually thereafter (or as otherwise established by County), Subrecipient shall submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient shall provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and shall include:

9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

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

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

9.20.3 **Subaward Compliance Documents**

9.20.3.1 **Business License**

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

Subrecipient shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

**9.20.3.2 Certificate of Insurance**

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

**9.20.3.3 Fire Department Inspection Report**

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

**9.20.3.4 Public Health Permit**

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

**9.20.3.5 Health Department Inspection Report**

9.20.3.5.1 For each Service site where Subrecipient provides Services that require an inspection by County of Los Angeles Department of Public Health (such as a

central kitchen, Congregate Meal Site, etc.), Subrecipient shall annually provide a current copy of such inspection report (report shall be current within the most recent twelve (12) month period). In the event that violations are noted on the report, Subrecipient shall ensure that it complies with all corrective measures as directed by the Department of Public Health. Subrecipient shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public Health.

#### **9.20.3.6 Vehicle Smog Certification**

9.20.3.6.1 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 Contract 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.

#### **9.20.4 Business Forms**

##### **9.20.4.1 Articles of Incorporation**

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

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

9.20.4.2 **Board of Directors' Resolution**

9.20.4.2.1 A resolution from Subrecipient's Board of Directors, which evidences Authorized Representative's authority to act on behalf of Subrecipient in matters related to this Subaward (Subparagraph 8.3.3 (Board of Directors' Resolution)). Subrecipient 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 Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient shall provide an updated roster to County within five (5) days of it being approved or finalized.

9.20.4.4 **Bylaws**

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

9.20.4.5 **Complaint Policies and Procedures**

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

9.20.4.6 **Organization Chart**

9.20.4.6.1 The chart shall provide an outline of the hierarchy, relationships and relative ranks of Subrecipient's organizational parts and

positions/jobs as it related to the operations of this Subaward. In the event that Subrecipient revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.

**9.20.4.7 Lower Tier Subaward**

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

**9.20.4.8 Tax Exempt Status Letter**

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

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

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

**9.20.5 Reporting Documents**

**9.20.5.1 Cost Allocation Plan**

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

**9.20.5.2 Closeout Report**

9.20.5.2.1 This report shall adhere to the requirements outlined in

Subparagraph 9.21.2 (Closeout Reporting Requirements).

**9.20.5.3 Other Reporting Documents**

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

**9.21 FISCAL REPORTING REQUIREMENTS**

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

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

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

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

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

9.21.1.2.3 List of all the funded programs.

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

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

- 9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.
- 9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.21.1.3 Every cost included in the Cost Allocation Plan shall be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.
- 9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient shall sign the Cost Allocation Plan and any revisions made thereto.
- 9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward), Subrecipient shall submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient shall submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.
- 9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient 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 Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan shall constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient shall take the required actions



needed to correct its revisions. Subrecipient's failure to adhere to County's requirements shall subject Subrecipient to remedies available under this Subaward.

**9.21.2 Closeout Reporting Requirements**

- 9.21.2.1 The closeout is a process that takes place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made.
- 9.21.2.2 Subrecipient shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.
- 9.21.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Authorized Representative.
- 9.21.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Subaward period which ends on the termination or cancellation date. Subrecipient shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.
- 9.21.2.5 At the end of the funding cycle/during the closeout, Subrecipient shall ensure that all of the following items match:
  - 9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).

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

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

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

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

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

### 9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

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

- 9.21.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.
- 9.21.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.
- 9.21.3.1.4 Proceeds from the sale of items created under this Subaward.
- 9.21.3.2 Subrecipient shall adhere to the Program Income requirements outlined herein and in Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.
- 9.21.3.3 Subrecipient shall use Program Income to expand baseline Program Services.
- 9.21.3.4 Subrecipient shall report Program Income in Budget exhibit(s) and shall expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of Program Income is restricted to the funding source or Service that was provided and contributed towards.
- 9.21.3.5 Program Income 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 Subaward.
- 9.21.3.6 Subrecipient shall not use Program Income to meet the match contribution requirement of this Subaward.
- 9.21.3.7 Subrecipient shall provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

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

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

Subrecipient shall comply with the requirements outlined in this Subparagraph 9.22.

- 9.22.2 Subrecipient shall provide a valid DUNS number using Exhibit F (Subrecipient's Administration) and shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM#1>. If County cannot access or verify "Active" status for Subrecipient's DUNS information, which is related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, County will notify Subrecipient and Subrecipient must immediately update the information as required.
- 9.22.3 Subrecipient's failure to adhere to applicable DUNS and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

## **9.23 UNUSUAL OCCURRENCES AND CRIME**

- 9.23.1 Unusual occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Subrecipient personnel or visitors to Subrecipient's facility(ies) shall be reported by Subrecipient within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or by email.
- 9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.
- 9.23.3 Subrecipient shall maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

## **9.24 FEMA PROVISIONS**

- 9.24.1 In the event of an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services) and Federal Emergency Management Agency (FEMA) funds are made available under this Subaward, Subrecipient shall comply with all requirements outlined in Exhibit CC (FEMA Provisions). Subrecipient shall complete the

Lobbyist Certification attached to this Exhibit and submit it to County's Contract Manager in the time and manner as designated by County.

## **10.0 SURVIVAL**

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions and Headings)

Paragraph 3 (Work)

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

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Amendments)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

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

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection and Audit Settlement)

Subparagraph 8.42 (Termination for Convenience)

Subparagraph 8.43 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Wavier)

Subparagraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Subparagraph 9.11 (Ownership of Materials, Software and Copyright)

Subparagraph 9.12 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

/

IN WITNESS WHEREOF, Subrecipient has executed this Subaward or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Subaward to be executed on its behalf by the 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 Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Subrecipient and County.

**COUNTY OF LOS ANGELES**

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

**SUBRECIPIENT**

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

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

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

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Signature

**OFFICE OF COUNTY COUNSEL**

Dawyn R. Harrison, Acting County Counsel

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## **EXHIBIT A (STATEMENT OF WORK)**



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## **ATTACHMENTS**

Attachment 1 (Performance Requirements Summary (PRS) Chart)

Attachment 2 (County Recognized Holidays)

Attachment 3 (Community Focal Points List)

Attachment 4 (Subaward Discrepancy Report)

Attachment 5 (Emergency and Disaster Plan Basic Requirements)

Attachment 6 (Site Emergency Resource Survey)

Attachment 7 (Performance Measures and Goals)

Attachment 8 (Worker's Compensation Coverage Forms)

## **1.0 SCOPE OF WORK**

- 1.1 This Statement of Work (SOW) outlines the minimum required tasks and services (Services) Subrecipient shall provide under the Older Americans Act (OAA) Title V Senior Community Service Employment Program (SCSEP), administered by the County of Los Angeles, Workforce Development, Aging and Community Services (County) to eligible Participants, who reside in Los Angeles County (with the exception of City of Los Angeles), as mandated by Title V of the OAA, as well as all applicable OAA requirements and standards established by the United States Department of Labor (DOL), California Department on Aging (CDA), California Economic Development Department (EDD), Los Angeles County Workforce Development Board (LACWDB), and County Program Memoranda, Bulletins and Directives.
- 1.2 SCSEP is a job creation program to serve low-income persons aged fifty-five (55) years and older who have poor employment prospects (Participants) by: providing hands-on job training through part-time, subsidized work at community service agencies (Employers/Work Sites); assisting with transitioning to unsubsidized employment; and providing supportive services to assist with obtaining and maintaining employment.
- 1.3 SCSEP is comprised of the following service components:
  - 1.3.1 Assessment Services
  - 1.3.2 Individual Employment Plan Services
  - 1.3.3 Work Experience Services
  - 1.3.4 Orientation Services
  - 1.3.5 Unsubsidized Employment Search Services
  - 1.3.6 Personal Counseling and Career Counseling Services
  - 1.3.7 Skill Enhancement Opportunities Services
  - 1.3.8 Supportive Services
  - 1.3.9 On-the-Job Training Services
  - 1.3.10 Additional Training Services
  - 1.3.11 As Needed Services
- 1.4 Subrecipient shall operate the SCSEP Countywide (PSA 19) only, excluding the City of Los Angeles (PSA 25). The performance measures and goals for SCSEP services are provided in Attachment 7 (Performance Measurements and Goals).

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

- 2.1 Services must be provided in Los Angeles County geographic areas, excluding the City of Los Angeles. Prior to modifying or terminating a site, or revising hours of Services at a previously designated location(s), and before commencing such Services at any other location, Subrecipient shall obtain written consent from

County, and shall comply with Subparagraph 8.1 (Amendments) of this Subaward as applicable.

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

### **3.0 QUALITY CONTROL**

#### **3.1 Quality Control Plan**

- 3.1.1 Subrecipient shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Subaward. The Quality Control Plan shall be submitted to County's Compliance Manager for review every six (6) months or more frequently as imposed by County. The plan shall include, but may not be limited to the following:
  - 3.1.1.1 Method of monitoring to ensure that Subaward requirements are being met.
  - 3.1.1.2 Documentation of activities that take place, before, during, and after program implementation; Program output measures, outcome measures, and data collection process to measure program performance and effectiveness; and
  - 3.1.1.3 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

#### **3.2 Customer Satisfaction Surveys**

- 3.2.1 County will provide Subrecipient with Customer Satisfaction Surveys for Participants, external Program partners, and Employers/Work Sites to evaluate the quality of Services provided by Subrecipient. Subrecipient shall retain a copy on file and ensure completed surveys are accessible to County for review. The results of the Surveys will also be used by Subrecipient to make continuous quality improvements in Services and be visible to Participants. Subrecipient shall be required by County to develop and comply with resolutions for identified concerns as appropriate and develop outcome measures due to results from the Surveys. Further direction will be provided through County Directives.
- 3.2.2 The Survey shall be disseminated to all Participants, external Program partners, and at least once a quarter, each fiscal year. County will provide Subrecipient with the tool(s) necessary to conduct the Survey. Further instructions will be delineated through County Directives.

### **3.3 Internal Protocols**

- 3.3.1 Subrecipient shall establish internal protocols and processes to validate and confirm usage of Services for which Subrecipient staff has deemed Participants eligible and authorized Services to be rendered.

## **4.0 QUALITY ASSURANCE PLAN**

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

### **4.2 Meetings**

- 4.2.1 Subrecipient is mandated to attend all meetings called by County, or authorized designee. Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary.
- 4.2.2 Subrecipient shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended online. Penalties will apply for Subrecipient's failure to attend either face-to-face or online meetings pursuant to Attachment 1 (Performance Requirements Summary Chart).
- 4.2.3 Subrecipient Staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County. Subrecipient may also choose to attend meetings outside of Los Angeles County at Subrecipient's own expense that Subrecipient reasonably deems to be

beneficial for the delivery of Participant Services, as well as other meetings designated by County.

#### **4.3 Subaward Discrepancy Report**

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

4.3.2 County's Compliance Manager will determine whether a formal Subaward Discrepancy Report (see Attachment 4) shall be issued. Upon receipt of this document, Subrecipient is required to respond in writing to County's Compliance Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Subaward Discrepancy Report shall be submitted to County's Compliance Manager within five (5) business days.

#### **4.4 County Observations**

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

### **5.0 DEFINITIONS**

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

### **6.0 RESPONSIBILITIES**

#### **6.1 County Personnel**

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

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

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

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

## **6.2 Intentionally Omitted**

## **6.3 Subrecipient's Personnel**

6.3.1 Subrecipient shall have a sufficient number of qualified Staff to deliver the Service(s) adequately with the appropriate education, experience, and qualifications to carry out the requirements of SCSEP. These Staff must be capable of establishing effective communication with Participants as well as other Area Agency on Aging (AAA) network providers. The total number of Staff shall be based on the method and level of Services provided, and the size of the service area served by Subrecipient.

6.3.2 Subrecipient shall operate continuously throughout the entire term of this Subaward with at least the minimum number of Staff set forth herein, as well as any other applicable staffing requirements established by County necessary for Subrecipient to provide Services herein. Such personnel shall meet all qualifications in this Subaward, as well as any provided by County through Subaward Amendments, County and State Program memoranda/Administrative Directives, etc.

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

6.3.4 Subrecipient shall conduct a background check on its Staff as set forth in Subparagraph 7.5 (Background and Security Investigations) of the Subaward. Subrecipient shall also conduct a background check on any volunteer that has direct Participant contact and has access to the Participant's personal information and/or case file.

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

### **6.3.6 Project Manager**

- 6.3.6.1 Subrecipient shall provide a Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Subrecipient shall provide a telephone number where the Project Manager can be reached on a twenty-four (24) hours per day basis.
- 6.3.6.2 Subrecipient shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Subrecipient shall immediately, within 24 hours, fill the position with a temporary replacement and shall fill the position with a permanent person within 30 days from vacancy.
- 6.3.6.3 Project Manager shall have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward.
- 6.3.6.4 Project Manager will plan, organize, and direct all administrative and Program activities related to the Subaward. Project Manager will define lines of authority and will develop the roles and parameters of responsibility for Program staff consistent with established County requirements.
- 6.3.6.5 Project Manager will serve as the coordinator/liaison for all Services, ensuring that any communications related to the Program are conveyed to the appropriate personnel. The Project Manager or their alternate shall oversee all the daily activities.
- 6.3.6.6 **Minimum Education, Experience and Qualifications:** Project Manager must possess and demonstrate all the following:
  - 6.3.6.6.1 A minimum of two (2) years administrative experience in the fields of case management, employment training, career development, job development, job search and job placement.
  - 6.3.6.6.2 Demonstrate problem-solving skills and experience.
  - 6.3.6.6.3 Ability to explain administrative goals, policies, and procedures, and assist staff in adjusting to changes that occur. Ability to encourage the development of professional growth and skills through access to training and current literature to all Subrecipient staff.
  - 6.3.6.6.4 Ability to monitor and evaluate the performance of Services based on established criteria.



- 6.3.6.6.5 Ability to evaluate the performance of Subrecipient staff based on established criteria.
- 6.3.6.6.6 Ability and expertise in the provision of SCSEP Services or substantially similar Services.
- 6.3.6.6.7 Able to effectively speak, read, and write fluently in English.

#### 6.3.7 Case Manager(s)/Job Developer(s)

- 6.3.7.1 Under the direction of the Project Manager, at minimum one (1) full-time Case Manager/Job Developer is responsible for evaluating potential Participants.
- 6.3.7.2 Case Manager/Job Developer's primary responsibilities include, but are not limited to, the following:
  - 6.3.7.2.1 Provide support and career guidance services to SCSEP Participants, including diagnostic testing and other assessments, information on desired occupations, and to the extent applicable to the Participant, occupations that have clear career paths in high growth sectors, development of an individual employment plan, information on eligible training providers and specialized training, system navigation skills, and job development activities.
  - 6.3.7.2.2 Deliver personal enrichment training/job club activities at the direction of County.
  - 6.3.7.2.3 Provide referrals to Comprehensive America's Job Center of California (AJCC) staff to ensure SCSEP Participants are provided an opportunity to access the full array of Comprehensive SCSEP Services and Activities, as appropriate.
- 6.3.7.3 **Minimum Education, Experience and Qualifications:** Case Manager(s)/Job Developer(s) must possess and demonstrate all the following:
  - 6.3.7.3.1 A minimum of two (2) years full-time paid or volunteer experience in the fields of case management, employment training, career development, job development, job search and job placement.

6.3.7.3.2 Knowledge of the quality of Services recommended.

6.3.7.3.3 Knowledge of job development techniques.

6.3.7.3.4 Able to effectively speak, read, and write fluently in English.

#### 6.3.8 Payroll Staff

6.3.8.1 Under the direction of Subrecipient's Accounting management, one (1) full-time Payroll staff is responsible for processing all payroll (wages and fringe benefits) of SCSEP Participants.

6.3.8.2 Payroll staff' primary responsibilities include, but are not limited to, the following:

6.3.8.2.1 Process and maintain payroll information by collecting, calculating, and entering data, and updating records as needed;

6.3.8.2.2 Resolves payroll discrepancies and resolves issues by analyzing information;

6.3.8.2.3 Ensures payroll checks are timely and accurate; and

6.3.8.2.4 Manages payroll operations by following policies and procedures and maintaining confidential information.

6.3.8.3 **Minimum Education, Experience and Qualifications:** Payroll staff must possess and demonstrate either of the following:

6.3.8.3.1 A bachelor's degree or higher in Accounting, Business Administration, or a related field and have a minimum of one year of experience in payroll processing and timekeeping, or

6.3.8.3.2 Be enrolled in an educational institution and pursuing a degree in Accounting, Business Administration, or a related field and have a minimum of two years of experience in payroll processing and timekeeping, or

6.3.8.3.3 Has three or more years of experience in payroll processing and timekeeping.

#### **6.3.9 Volunteers**

- 6.3.9.1 Subrecipient shall recruit, train, and use Volunteers in any phase of Program operations provided that Subrecipient ensures Volunteers are appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.
- 6.3.9.2 Volunteers shall be the sole responsibility of Subrecipient and shall report to the Project Manager or to another Staff of Subrecipient as designated by the Project Manager (if applicable).
- 6.3.9.3 If possible, Subrecipient shall work in coordination with organizations that have experience in providing training, placement, and stipends for Volunteers or Participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service (CNCS)) in a community service setting.
- 6.3.9.4 Subrecipient shall conduct a background check on any volunteer that has direct Participant contact.

#### **6.4 Identification Badges**

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

#### **6.5 Materials and Equipment**

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

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

**6.5.4 Use of Personal Protective Equipment**

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

**6.6 Training**

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

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

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

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

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

6.6.6 Subrecipient shall attend all mandatory trainings scheduled by County or authorized designee. Mandatory trainings may be held at a County facility,

at another site, or online. Subrecipient shall be given advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when necessary.

6.6.7 Subrecipient shall complete a sign-in sheet for face-to-face (in-person) trainings. County will document attendance for online trainings.

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

#### 6.6.9 **Security Awareness Training**

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

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

### 6.7 **Subrecipient's Office**

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

6.7.2 Subrecipient shall publicly display at all Subrecipient office locations/sites the days and hours of operation for the provision of subawarded Services.

- 6.7.3 Subrecipient shall ensure that all site locations/buildings, and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.
- 6.7.4 Subrecipient shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including, but not limited to, rodents and insects.
- 6.7.5 Subrecipient shall observe all applicable local, State, and Federal health and safety standards. Subrecipient shall ensure that all Program Participants and Subrecipient employees and volunteers in a position not covered under the Occupational Safety and Health Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act as amended (California Labor Code Section 6300 et Seq.), are not required or permitted to work, be trained, or receive Services under working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

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

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

## **7.0 HOURS/DAYS OF WORK**

- 7.1 Subrecipient's Staff shall be available to all Participants, potential Participants, referral sources, as well as County representatives at a minimum during normal business hours. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays). Subrecipient's sites shall only be closed on County recognized holidays.
- 7.2 For any site closure, disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs, religious holidays, etc.), or any deviation from the traditional Monday through Friday schedule of Services, days, or times, Subrecipient shall submit a written request to County's Program Manager at least ten (10) business days in advance of the closure/deviation date. This request shall state the date and reason for the closure/deviation and shall provide an action plan to ensure that delivery of Services is not disrupted. The request and action plan must be approved by County's Program Manager in writing prior to its implementation.
- 7.3 Subrecipient's Staff shall provide personal telephone contact information to Participants, potential Participants, and County during Subrecipient's hours of operation. Subrecipient shall also ensure that each office location has a telephone answering machine or voice mail system in place during off-business hours. Subrecipient's staff shall check and respond to all messages in a timely manner **but not to exceed forty-eight (48) business hours within receipt of the call.**

## **8.0 WORK SCHEDULES**

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

## **9.0 UNSCHEDULED WORK**

- 9.1 County's Program Manager or his designee may authorize Subrecipient to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as

vandalism, acts of nature, and third-party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, County may request at its sole discretion, that Subrecipient provide Services beyond regular hours of operation.

- 9.2 Prior to performing any unscheduled work, Subrecipient shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Subrecipient's estimate, County's Program Manager or his designee must approve the excess cost for County facilities and/or equipment. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Program Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Subrecipient shall submit an invoice to County's Program Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Subrecipient.

## **10.0 SPECIFIC WORK REQUIREMENTS**

- 10.1 The specific work requirements outlined herein establish the standards, tasks and duties for the provision of SCSEP Services (Services). SCSEP is a program administered by DOL that serves unemployed low-income persons who are 55 years of age or older who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment. Subrecipient shall use its mandated Staff to provide Services to Participants residing within Los Angeles County Supervisorial Districts 1, 2, 3, 4, and 5, excluding the City of Los Angeles.

### **10.1.1 SCSEP ELIGIBILITY CRITERIA**

- 10.1.1.1 Subrecipient shall ensure that all eligibility requirements are adhered to in accordance with the current guidelines of Title V of the Older Americans Act of 1965, as reauthorized in April 2016. The guidelines may be enhanced based on Federal, State, and County regulations and policies. Unless otherwise expressly indicated in this Subaward or by Federal, State, or local law, Subrecipient shall only provide Services to eligible



individuals, as follows:

**10.1.1.1.1 RESIDENCY REQUIREMENT**

10.1.1.1.1.1 Subrecipient shall provide SCSEP Services to Participants residing in Los Angeles County Planning and Service Area (PSA) 19 (Countywide, with the exception of the City of Los Angeles – PSA 25).

**10.1.1.1.2 SPECIFIC SCSEP PARTICIPANT ELIGIBILITY CRITERIA**

10.1.1.1.2.1 Participants must be at least fifty-five (55) years of age or older;

10.1.1.1.2.2 Participants must be either a United States Citizen or Legal Resident that has the Right to Work in the United States; and

10.1.1.1.2.3 Participants must not have a total family income that exceeds 125% of the Federal Poverty Guidelines.

10.1.1.1.2.3.1 Participant income level shall be recertified at least once in a 12- month period. Further information on income determination and recertification will be provided through County Directives.

10.1.1.1.2.3.2 Participants determined to be ineligible for SCSEP Services due to income shall be directly referred to Workforce Innovation and Opportunities Act (WIOA) Adult and Dislocated Worker (ADW) Programs for further Services.

10.1.1.1.2.4 Participants must be unemployed at the time of application and shall not be a job ready individual who can be directly placed into unsubsidized employment.

### 10.1.1.1.3 **PRIORITY REQUIREMENTS**

10.1.1.1.3.1 Priority shall be given to the following individuals:

10.1.1.1.3.1.1 Participants sixty-five (65) years of age or older;

10.1.1.1.3.1.2 Participants who are Veterans or Spouses of Veterans as defined in 20 CFR 641.520(a)(5) and 38 U.S.C 4215(a);

10.1.1.1.3.1.3 Participants with Disabilities;

10.1.1.1.3.1.4 Participants with limited English proficiency;

10.1.1.1.3.1.5 Participants with low literacy skills;

10.1.1.1.3.1.6 Participants that reside in a rural area;

10.1.1.1.3.1.7 Participants that have low employment prospects;

10.1.1.1.3.1.8 Participants that have failed to find employment after utilizing services through an America's Job Center of California;

10.1.1.1.3.1.9 Are homeless or at risk for homelessness; or

10.1.1.1.3.1.10 Participants that have been incarcerated.

#### **10.1.1.1.4 SCSEP DATA REPORTING SYSTEM ENROLLMENT REQUIREMENT**

10.1.1.1.4.1 Subrecipient shall ensure all Participant Enrollments are entered into the SCSEP data reporting system, to properly track and record Participant progress through the program, as further described below in Section 10.1.3.4, SCSEP Data Reporting System.

### **10.1.2 SCSEP WORK REQUIREMENTS**

10.1.2.1 The following guidelines establish the standards, tasks, and duties for the provision of SCSEP Services:

#### **10.1.2.1.1 ASSESSMENT SERVICES**

10.1.2.1.1.1 Subrecipient shall provide pre-placement individual assessment(s) of the Participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments shall, at a minimum, include one Initial Assessment, and if Participant is deemed appropriate to receive further Services, a secondary assessment conducted at the end of Participant's service period, should the service period comprise a 12-month period. Participants that continue service beyond a 12-month period shall have updated assessments done twice per each subsequent 12-month period.

#### **10.1.2.1.2 Individual Employment Plan Services**

10.1.2.1.2.1 Subrecipient shall provide an Individual Employment Plan (IEP) for each Participant based on needs identified through assessment, as described in Section 10.1.2.1.1 above. Subrecipient shall develop an IEP with the Participant to serve as a guide to the Participant through the Services provided. IEP is a plan for a Participant, which includes an employment goal (except that after the first IEP, subsequent IEPs need not contain an employment goal if such a goal is not feasible), objectives that lead to the goal and a timeline for the achievement of the objectives.

10.1.2.1.2.1.1 IEPs shall be developed in partnership with each Participant and will reflect the needs as well as the expressed interests and desires of the Participant. IEPs shall be reviewed on an on-going regular basis to evaluate the progress that the Participant is making toward his/her stated objectives, to re-determine his/her potential for unsubsidized employment, and to review the appropriateness of his/her community service assignment. IEPs shall be updated as necessary to reflect information gathered

during the Participants' assessment(s).

**10.1.2.1.3 Work Experience Services (Subsidized Part-Time Community Service Employment Training)**

10.1.2.1.3.1 Subrecipient shall provide subsidized part-time Community Service Employment Training (herein referred to as Work Experience) opportunities to Participants, as deemed appropriate from results of Initial Assessment.

10.1.2.1.3.1.1 Work Experience shall be for a period lasting no more than twelve (12) months, in the aggregate, per Participant, per Work Experience placement unless prior approval is obtained from County to extend the period of employment to a maximum of twenty-four (24) months.

10.1.2.1.3.1.2 Work Experience shall consist of work in which Participants are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment.

10.1.2.1.3.1.3 Work Experience assignments shall be at a public or non-profit organization excluding political parties exempt from taxation under 501(c)(3) of the Internal Revenue Code, but excluding projects involving the construction, operation or

maintenance of any facility used or to be used as a place for sectarian, religious, instruction or worship, defined as host agencies, herein referred to as Work Sites. Subrecipient may function as a Work Site if Subrecipient meets the definition of a Work Site.

- A. Work Sites shall not employ Participants on projects involving the construction, operation, or maintenance of any facility used, or to be used, as a place for sectarian religious instruction or worship.
- B. Subrecipient shall identify and work with Work Sites that include an intergenerational program component.
- C. Subrecipient's SCSEP Work Sites shall only be closed on County recognized holidays. Prior approval must be obtained if there is a deviation from the traditional Monday through Friday service schedule, days or times.
  - i. If a Work Site is pre-approved to be closed for

vacations, City shut-downs or religious holidays that are not County recognized, Subrecipient must make arrangements to ensure any regularly scheduled Participant work hours for any non-County recognized holidays or closed site days are rescheduled for alternate days within the same pay period.

- ii. If a County-recognized holiday falls on the regular day off of the SCSEP Participant, holiday time is not paid. If the Work Site is open on a County-recognized holiday, SCSEP Participants should report for work if it is one of their regularly scheduled work days, per SCSEP Data Collection Handbook, CSA Form, Topic 36, Rev.7 (March 2017).

iii. Subrecipient shall provide County with advance written notice and request approval of any Work Site closure or disruption of Services for any vacations, city shut-downs or religious holidays that are not County recognized. This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of Services is not disrupted, and must be approved by County prior to implementation.

10.1.2.1.3.1.4 Subrecipient shall provide on-the-job support of Participants during their Work Experience assignments. If the Work Site is an entity other than Subrecipient, this shall be done in partnership with the other entity.

10.1.2.1.3.1.5 Subrecipient shall not employ or continue to employ any Participant to perform the same or substantially the same work as that of a staff



person on layoff. Employment of a Participant cannot result in the displacement or partial displacement of currently employed workers. Partial displacement includes (among other things), a reduction in hours of non-overtime work, wages, and/or fringe benefits. Nor may the employment of a Participant impair existing Subawards or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.

10.1.2.1.3.1.6 Subrecipient may reassign or rotate a Participant to a different Work Experience assignment if, as warranted, based on the Participant's IEP, the new assignment:

- A. Provides greater opportunity for use of Participant's skills and aptitudes;
- B. Provides work experience or training that will enhance unsubsidized employment potential beyond the current assignment; or

- C. Will otherwise serve in the Participant's best interest (e.g. the Participant has completed their previous Work Experience and are not currently being considered for hire).

#### 10.1.2.1.4 **Orientation Services**

10.1.2.1.4.1 Subrecipient shall provide paid orientation to Participants that are assigned to Work Experience. Orientation shall include information on SCSEP goals, objectives and expectations, including achievement and retention of unsubsidized employment; general information on Work Experience assignments, including specifying the temporary nature of the assignments; training opportunities; available supportive services; the availability of a free physical examination; Participant's rights and responsibilities; and permitted and prohibited political activities.

10.1.2.1.4.1.1 Orientation shall be provided on or before the first day of Participant's Work Experience assignment start date.

10.1.2.1.4.1.2 During Orientation Subrecipient is required to provide and review with Participant(s), an Employee Handbook that includes information on SCSEP, including, but

not limited to: eligibility, assessment, fringe benefits, safety and health requirements, restrictions, Participant grievance procedures, Work Site responsibilities, and policies and procedures on wages and time sheets.

#### **10.1.2.1.5 Unsubsidized Employment Search Services**

10.1.2.1.5.1 Subrecipient shall provide assistance with Unsubsidized Employment Search, which consists of activities such as attending job fairs, recruitment events, job clubs, or job searching through the CalJOBS system.

10.1.2.1.5.1.1 Participant is to be paid for hours spent on Unsubsidized Employment Search for up to four (4) hours per week until Participant is either placed in unsubsidized employment or times out from the Program.

#### **10.1.2.1.6 Personal Counseling and Career Counseling Services**

10.1.2.1.6.1 Subrecipient shall provide Participants with on-going Personal Counseling and Career Counseling. Such counseling entails a process that will help Participants to know and understand themselves and the world of work to make career, educational, and life decisions and shall be offered to

Participants for the duration of their time in the Program.

#### **10.1.2.1.7 Skill Enhancement Opportunities Services**

10.1.2.1.7.1 Subrecipient shall provide Participants with skill enhancement opportunities, including soft skills and personal enrichment, and financial literacy and paid personal enrichment training/job club (at the direction of County).

#### **10.1.2.1.8 Supportive Services**

10.1.2.1.8.1 Subrecipient shall offer Supportive Services to Participants as appropriate and as identified through the Initial Assessment. Supportive Services, for purposes of the SCSEP, are to assist a Participant in successfully participating in Work Experience and to help Participant in gaining and keeping a job.

10.1.2.1.8.1.1 Supportive Services may be provided during Post-Program Follow-Up and they shall include personal and job-related counseling and job-related training as preparation for community service assignments, job search assistance, job referrals, as well as help with transportation, uniforms or other work related expenses, eyeglasses, health and medical services, dependent care, housing, need related payments such as utilities and food and

referrals to social service programs such as CalFresh.

**10.1.2.1.9 On-the-Job Training Services (On-the-Job Experience)**

10.1.2.1.9.1 Subrecipient may provide On-the-Job Experience (herein referred to as On-the-Job Training), with prior County approval through waiver or directive, under the following circumstances:

10.1.2.1.9.1.1 When Participant's IEP goals require specific skills not attainable through the regular Work Experience;

10.1.2.1.9.1.2 Participant(s) must have first completed two (2) weeks of Work Experience (the 2 weeks also includes Orientation);

A. On-the-Job Training may be combined with Work Experience.

10.1.2.1.9.1.3 Need for On-the-Job Training must be clearly outlined in the IEP;

10.1.2.1.9.1.4 Approved On-the-Job Training shall be provided once per 12 month period per Participant;

- A. Each specific training period shall be no longer than 12 weeks and no more than 40 hours per week.

10.1.2.1.9.1.5 On-the-Job Training  
Employers shall receive a maximum of five (5) On-the-Job Training Participants per job category, per 12 month period;

- A. Employer may be reimbursed for up to 100% of paid wages if training lasts no more than 4 weeks.

- B. Employer may be reimbursed for up to 50% of paid wages if training lasts more than 4 weeks.

- C. Subrecipient has the option to pay 100% of the Participant's On-the-Job Training wages, regardless of length of training, in lieu of employer reimbursement.

10.1.2.1.9.1.6 The On-the-Job Training shall be designed to lead to unsubsidized employment with a public or private employer and shall be stipulated as

such in the On-the-Job Training subaward.

10.1.2.1.9.1.7 On-the-Job Training subawards entered by Subrecipient with employer(s) shall specify the skills to be learned, the training timeline and benchmarks the Participant(s) must achieve in order to be hired permanently.

10.1.2.1.9.1.8 On-the-Job Training subawards shall stipulate that if Participant(s) successfully completed the training, the Participant(s) shall remain on the employer's payroll. It shall also stipulate the amount reimbursable to employer and who is to be responsible for workers compensation during the training.

10.1.2.1.9.1.9 Other specific SCSEP On-the-Job Training requirements will be provided through County Directives.

#### **10.1.2.1.10 Additional Training Services**

10.1.2.1.10.1 Subrecipient shall provide, or arrange for, additional training for Participants specific to their Work Experience, or in support of their training needs identified in their IEP. The training may include the use of lectures, labs,

seminars, classroom instruction, individual instruction, On-the-Job Training, or other such opportunities.

#### 10.1.2.1.11 **As Needed Services**

10.1.2.1.11.1 Subrecipient shall, when deemed appropriate through the results of assessment and/or career counseling, ensure the following:

10.1.2.1.11.1.1 Follow-Up with Participants placed into unsubsidized employment to determine whether they are still employed and to make certain that Participants receive any follow-up services they may need to ensure employment retention. [OAA Section 513(b)(2)(A)].

A. Subrecipient shall continue unfinished post-program follow-ups and any needed Follow-up Services to Participants within caseloads carried over and inherited from previous provider(s) no longer funded to provide Services within PSA 19 County of Los Angeles (excluding the City of Los Angeles).



Angeles – PSA 25). Subrecipient will be responsible for performance of all Participants assumed from previous provider(s) no longer funded to provide Services within PSA 19 County of Los Angeles (excluding the City of Los Angeles – PSA 25).

#### **10.1.2.1.12 Transition Assurance Services**

10.1.2.1.12.1 Subrecipient shall assume all active Participants enrolled in SCSEP Services from previous provider(s) no longer funded to provide Services, at the direction of County. Subrecipient shall continue to provide all Services, pursuant to Section 10.1.2 (SCSEP Work Requirements) of this SOW.

#### **10.1.2.1.13 Assignments Record Maintenance Services**

10.1.2.1.13.1 Subrecipient shall maintain an on-going working list of all SCSEP Work Experience assignments that includes, at a minimum, the number of Work Experience assignments by Work Site, occupation, and industry and provide to County upon request.

#### **10.1.2.1.14 Personal Information Maintenance Services**

10.1.2.1.14.1 Subrecipient shall obtain and record the personal information necessary for a proper determination of eligibility for all Participants and maintain

documentation supporting their eligibility. Documentation records shall be maintained in a confidential manner.

#### **10.1.2.1.15 Program Services Coordination Services**

10.1.2.1.15.1 Subrecipient shall coordinate with community, employment, and training agencies to provide services to Participants.

#### **10.1.2.1.16 Program-related Documentation Maintenance Services**

10.1.2.1.16.1 Subrecipient shall maintain an up-to-date SCSEP Manual, Charter Oak Group (COG) Data Collection Handbook, Mathematica (MPR) User's Guide, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures. [20 CFR 641.879 (b) and (d)-(e)]. Subrecipient shall use the COG's SPARQ handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook [20 CFR 641.879(b) and (h)].

#### **10.1.2.1.17 Appropriate Space Assurance Services**

10.1.2.1.17.1 Subrecipient shall ensure there is appropriate space to conduct private Participant interviews to enable Participants to freely discuss their backgrounds and experiences in a confidential manner.

#### **10.1.2.1.18 Statutory Provisions Implementation Services**

10.1.2.1.18.1 Subrecipient shall implement statutory provisions of the SCSEP in accordance with all applicable laws

and regulations, including but not limited to: 20 CFR Part 641: Final Rule, September 1, 2010; 20 CFR Part 641 SCSEP: Final Rule, Additional Indicator on Volunteer Work, January 31, 2012; Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128; 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule; 2 CFR Part 2900, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL; Regulations Section 121(b)(1)(B)(vi), 29 U.S.C. 2841 (b)(1)(B)(vi) and 29 CFR Part 662 Subpart B §§ 662.200 through 662.280 and Parts 660-671; the Jobs for Veterans Act (Public Law 107-288) (2002) (38 U.S.C. 4215); Age Discrimination in Employment Act of 1967, Public Law 90-202; Age Discrimination Act of 1975; the SCSEP Manual/Program Memo as issued by CDA for use of California Older Adults' Recovery and Resilience (OARR) Senior Employment Opportunities funding (statutes pending release from CDA) and any other Memos, Bulletins, Directives, or similar instructions issued during the term of this Subaward by DOL, the State, or County.

### **10.1.3 ADDITIONAL REQUIREMENTS AND ASSURANCES**

- 10.1.3.1 In addition to the specific tasks necessary to provide Services to Participants, Subrecipient must also adhere to the requirements below to ensure that Subrecipient maintains the level of care, performance, staffing, reporting and any compliance

requirements, including privacy and confidentiality, with County, State, and Federal guidelines that govern the Program.

10.1.3.1.1 Furthermore, Subrecipient must have written procedures to protect the confidentiality and privacy of Participant information collected for Program purposes in accordance with Title 22 CCR 7500(b).

**10.1.3.2 SUBRECIPIENT'S HUMAN RESOURCES AND PAYROLL RESPONSIBILITIES**

10.1.3.2.1 Subrecipient shall compensate Participants at an hourly wage equal to or more than the prevailing minimum wage in the City of employment, County of Los Angeles, or the State of California, whichever is greater. Subrecipient shall also provide fringe benefits, as required by law, including paid federal holidays. [2006 OAA Amendments]. Fringe benefits must be provided uniformly to all Participants within a project or subproject. Participants must be paid for hours spent in orientation, training and time spent working in the assigned community service employment activity. [20 CFR 641.535(a)(1)].

10.1.3.2.2 Subrecipient shall ensure that Work Sites adhere to Participant "break in participation" parameters. A "break in participation" is personal leave or sick leave without pay for SCSEP Participants, which may impact durational limit dates. An approved break in participation may not exceed thirty (30) days (except for worker's compensation injuries) and must be approved in advance. Leaves of three (3) days or less must be approved by the Work Site Supervisor. Leaves of four (4) days or more must be approved by the Work Site Supervisor and Subrecipient. Failure to return to the training site in thirty (30) days may result in a Participant's involuntary termination from SCSEP. For medical leave reasons, a doctor's return-to-work release is required before a Participant returns to the assigned Work Site. Failure to provide such documentation can result in a Participant's involuntary termination from SCSEP.

10.1.3.2.3 As required by Section 504 of Title V and Section 641.565(b)(1)(iii) of the SCSEP regulations,

Subrecipient shall provide worker's compensation coverage for all SCSEP Participants. If a Participant is injured at a Work Site, or develops a medical condition related to the community assignment, Subrecipient shall immediately notify the Work Site Supervisor and County. Work Sites shall complete the necessary forms for submission to the Subrecipient as referenced in Attachment 8 (Worker's Compensation Coverage Forms) of this SOW. Subrecipient shall submit the forms using the State Compensation Insurance Fund (SCIF) ID and password at [www.statefundca.com/statecontracts](http://www.statefundca.com/statecontracts) or fax to the Customer SCIF Service Center at 888-782-8338.

10.1.3.2.3.1 A worker's compensation injury is considered an approved break in participation. Subrecipient shall make every effort to return the injured Participant who has been released by a doctor to the prior Work Experience assignment. If the assignment is no longer available or appropriate, Subrecipient shall make every effort to locate a suitable assignment within the same Work Site or different Work Site. If Subrecipient has met the maximum participant enrollments allowed per funding allocation and cannot accommodate the Participant at the time of the doctor's return-to-work release, the Participant shall be placed on a SCSEP Participant waiting list, which shall be maintained and monitored by the Subrecipient. Subrecipient shall make the waiting list available to County upon request.

10.1.3.2.4 Subrecipient shall offer Participants the opportunity to receive physical examinations annually at no cost to them. Physical examinations are a fringe benefit and not a criterion for eligibility in the SCSEP. The examining physician must provide (to the Participant only) a written report of the results of the examination. Participants may, at their option, provide the Subrecipient with a copy of the report.

Participants may choose not to accept the physical examination. In that case, Subrecipient shall document this refusal through a signed statement. Subrecipient has sixty (60) working days from the time of Participant's enrollment to obtain proof of physical examination or proof of refusal of physical exam.

10.1.3.2.4.1 Subrecipient shall pay for the physical examinations out of the funding allotment set aside for Participant wages or through Participant's own health insurance plan (if preferred by Participant).

10.1.3.2.4.2 Subrecipient shall maintain copies of physical examination reports provided to them by Participant(s) in a separate private and confidential file and comply with all Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements of privacy, and associated requirements, with the maintenance of health-related information.

10.1.3.2.5 Subrecipient shall ensure volunteer work should not occur in the Work Site where the Participant is assigned. In the context of an assignment, it is often very difficult to determine whether volunteer work is truly voluntary. Wage and hour laws would require payment of such labor for an employee (that is, an employer cannot pay an employee for certain hours of work and accept additional hours of work as volunteered), and the SCSEP regulations require that Participants be paid for all community service work. For these reasons, the Participant should be told to volunteer at an organization other than his or her own Work Site if the Participant has extra time and energy.

10.1.3.2.6 Subrecipient also agrees to ensure that Participants are assigned to work the minimum number of hours per week and does not exceed the maximum number of work hours allowed by SCSEP regulations. Typically, a Participant will work 20 hours per week. A Participant's community service assignment shall

not exceed 1,300 hours during a 12-month subaward period. The 1,300 hours include paid hours of orientation, training, sick leave, and vacation. Additionally, Subrecipient shall ensure that each Participant has safe and healthy working conditions at his or her work/training site, the Participant is oriented to the Work Site, the Work Site Supervisor reviews job expectations and training opportunities, provides a written job description, and reviews with Participant the Work Site's policies and procedures and its Employee Handbook, if available.

10.1.3.2.7 Subrecipient shall ensure SCSEP Participants receive paid sick leave as defined in AB1522 Healthy Workplaces, Healthy Families Act:

10.1.3.2.7.1 An employee who works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.

10.1.3.2.7.2 Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later.

10.1.3.2.7.3 Accrued paid sick leave shall carry over to the following year of employment and may be capped at 48 hours or 6 days. However, subject to specified conditions, if an employer has a paid sick leave, paid leave or paid time off policy (PTO) that provides no less than 24 hours or three days of paid time off, no accrual or carry over is required if the full amount of leave is received at the beginning of each year in accordance with the policy.

10.1.3.2.7.4 An employee may use accrued paid sick days beginning on the 90th day of employment.

- 10.1.3.2.7.5 An employer shall provide paid sick days upon the oral or written request of an employee for themselves or a family member for diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- 10.1.3.2.7.6 An employer may limit the use of paid sick days to 24 hours or three days in each year of employment.
- 10.1.3.2.7.7 Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.
- 10.1.3.2.8 Subrecipient shall ensure that pursuant to California Election Code, Section 14000, SCSEP Participants are allowed to have time off to vote. SCSEP Participants, who do not have sufficient time beyond their regular training or work schedule, may request unpaid time off to vote in a Statewide Election. Upon the Work Site Supervisor approval, SCSEP Participants shall use time off at the beginning or end of their regular training shift. SCSEP Participants must give prior notice to their immediate training/Work Site Supervisor prior to the election day of the need to take time off. In addition, poll worker participation shall not be paid by Subrecipient.
- 10.1.3.2.9 Subrecipient is required to handle all payroll (wages and fringe benefits) of the SCSEP Participants. Subrecipient shall adhere to the reporting responsibilities as specified in Subaward, Sub-Paragraph 9.17 (Information Technology, Security and Privacy Requirements) and Sub-Paragraph 9.21 (Fiscal Reporting Requirements).
  - 10.1.3.2.9.1 Subrecipient shall promptly forward payroll taxes, certificates of insurance



and contributions, including State Disability Insurance, Social Security, Unemployment Insurance, Old Age Survivors Insurance and federal and state tax withholdings, to designated governmental agencies. Subrecipient shall adhere to the reporting responsibilities as specified in Subaward, Sub-Paragraph 9.17 (Information Technology, Security and Privacy Requirements) and Sub-Paragraph 9.21 (Fiscal Reporting Requirements).

10.1.3.2.10 Subrecipient shall observe all applicable local, State, and federal health and safety standards. Subrecipient shall ensure that all SCSEP Participants and Subrecipient employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act as amended (Cal. Labor Code Section 6300 et. Seq.), are not required or permitted to work, be trained or receive Services under working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

### **10.1.3.3 POLITICAL ACTIVITIES**

10.1.3.3.1 Subrecipient shall ensure that a notice is posted at each Work Site and made available to each Participant a written explanation of allowable and unallowable political activities. Notices shall state that Participants may engage freely in the political process with the following exceptions:

10.1.3.3.1.1 Participants may not engage in partisan or nonpartisan political activities on the job;

10.1.3.3.1.2 Participants may not present themselves as a spokesperson for SCSEP while engaged in political activity; and

10.1.3.3.1.3 Participants may not be assigned to the office of a Member of Congress, a state or local legislator, or to any staff of a legislative committee.

#### **10.1.3.4 SCSEP DATA REPORTING SYSTEM**

10.1.3.4.1 Subrecipient shall enter Participant data into DOL's SCSEP Performance and Results QPR System (SPARQ) using the Web-Based Data Collection System (WDCS) portion of SPARQ on an on-going, daily basis, as updates and activities occur. Subrecipient must review and clear errors in the WDCS. The data must be timely, complete, accurate, and verifiable.

10.1.3.4.2 Subrecipient shall train and orient staff on data collection and reporting requirements.

10.1.3.4.3 Subrecipient shall review Management Reports in accordance with U.S. Department of Labor (DOL) requirements to ensure accuracy of data inputted into the WDCS. Management Reports must be reviewed monthly.

10.1.3.4.4 Subrecipient shall submit to County Data Quality Reports (DQRs) in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS. DQRs must be reviewed monthly.

10.1.3.4.5 Subrecipient shall submit all requests for a Transfer/Change utility transaction in SPARQ to County for prior approval.

#### **10.1.3.5 ELDER ABUSE REPORTING**

10.1.3.5.1 Subrecipient shall report any and all suspected abuse of SCSEP Participants that are 65 years of age or older, or SCSEP Participants that are a dependent adult 55 to 64 years of age, to the County of Los Angeles Adult Protective Services (APS) Program by calling (877) 4-R-SENIORS (477-3646) and report within the same day to County's Contract Manager. Circumstances that require reporting are as follows:

10.1.3.5.1.1 Physical abuse (including sexual abuse);

10.1.3.5.1.2 Abandonment;

10.1.3.5.1.3 Abduction;

10.1.3.5.1.4 Isolation;

10.1.3.5.1.5 Financial Abuse;

10.1.5.5.1.6 Neglect, including self-neglect;

10.1.5.5.1.7 Known or suspected incidents of treatment resulting in physical harm or pain; or

10.1.5.5.1.8 Deprivation by a care custodian of goods or services necessary to avoid physical harm.

10.1.3.5.2 Voluntary reporting of other types of abuse, i.e. mental abuse, is also recommended.

## **10.2 Community Outreach**

10.2.1 Subrecipient shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on what Services may be available to potential Participants. Subrecipient shall also market the Services to all ethnic groups in each Supervisorial District in which the Services are being provided by Subrecipient. All materials must be presented in a culturally sensitive manner by Subrecipient.

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

10.2.3 Subrecipient shall conduct outreach within all the cities and unincorporated areas in PSA 19, to inform potential Participants of Services. Outreach can be conducted at County assigned offices, adult schools, community colleges, libraries and other community organizations, events, or other

similar places, within PSA 19. Subrecipient shall also adhere to any policies or procedures regarding conducting outreach set forth by County.

10.2.3.1 Subrecipient shall develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the Program.

10.2.3.1.1 Such methods of recruitment and selection shall include methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population of PSA 19.

### **10.3 Coordination and Collaboration**

10.3.1 Subrecipient must form collaborations with County and City of Los Angeles, other AAA Subrecipients providing Services funded through the OAA, Subrecipients and other community organizations to ensure comprehensive and coordinated Service Delivery and to prevent unnecessary duplication of Services. Subrecipient is encouraged to share vital assessment information with other agencies providing Services to the Participant. However, in sharing information with other agencies, Subrecipient must respect Participant confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

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

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

### **10.4 Emergency and Disaster Preparedness**

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

10.4.2 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts

of nature, and third-party negligence, Subrecipient must have an emergency plan in place to ensure that there is no disruption in Services.

10.4.3 Subrecipient must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster, or emergency. Attachment 5 (Emergency and Disaster Plan Basic Requirements) details the minimum requirements of the plan. The written plan must include the following sections:

10.4.3.1 Emergency and Disaster Plan Mission

10.4.3.2 Business Continuity Plan (BCP)

10.4.3.3 Emergency Response Organization Chart

10.4.3.4 Roster of Critical Local Contacts

10.4.3.5 Communication Plan

10.4.4 The Emergency and Disaster Plan must be made available to Staff and any County-approved Lower Tier Subrecipients for reference before, during, and after the emergency or disaster.

10.4.4.1 Subrecipient's key Staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.

10.4.5 Annually, Subrecipient shall update the Emergency and Disaster Plan and submit it to the designated AAA Emergency Coordinator.

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

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

10.4.8 Subrecipient shall complete the Attachment 6 (Site Emergency Resource Survey) on an annual basis to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.

- 10.4.9 Subrecipient shall submit Attachment 6 (Site Emergency Resource Survey) annually on the last business day in September to the designated AAA Emergency Coordinator.
- 10.4.10 Subrecipient shall submit an updated Attachment 6 (Site Emergency Resource Survey) to the designated AAA Emergency Coordinator anytime there is a change in information.
- 10.4.11 Subrecipient shall develop and have on file a written Business Continuity Plan (BCP) that describes how Subrecipient will reduce the adverse impact of any emergency event or disruption to normal Service delivery, as referenced in Subsection 10.4.3, to Participants as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Subrecipient shall make the BCP available to its Staff and any County-approved Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.
- 10.4.12 The BCP must include a system to track emergency expenditures and emphasize the following:
  - 10.4.12.1 Back-up systems for data
  - 10.4.12.2 Emergency Service Delivery options
  - 10.4.12.3 Community resources
  - 10.4.12.4 Transportation
- 10.4.13 Subrecipient shall:
  - 10.4.13.1 Designate an Emergency Coordinator to communicate with the AAA Emergency Coordinator or designee in the event of an emergency, disaster, or disruption to normal Service delivery, and ensure that the AAA Emergency Coordinator or designee has current contact information for Subrecipient's Emergency Coordinator.
  - 10.4.13.2 Identify and contact Subrecipient's local Office of Emergency Services (OES) to define their respective roles and responsibilities. This subaward shall include a discussion of the types of Participants served by the Subrecipient and how their needs will be addressed by OES in the community. Information shall be incorporated into the Subrecipient's emergency plan, as applicable.

- 10.4.13.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.
- 10.4.13.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.
- 10.4.13.5 Maintain a current list of support agencies and Services (in addition to AAA Subrecipients) in local and neighboring communities to provide information and assistance for Participants, their families and representatives, and facility staff.
- 10.4.13.6 Maintain a current list of agency staff and volunteers' telephone numbers, e-mail addresses, and emergency contact information.
- 10.4.13.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.
- 10.4.13.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.
- 10.4.13.9 Maintain a written escape plan and route for Participants receiving on-site Services during an emergency or disaster. The written escape plan and route shall include a diagram that is visibly posted at the site. Facilities must have evacuation procedures to facilitate the safe evaluation of individuals to secure locations.
- 10.4.14 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs such as additional food, supplies, extra home-delivered meals, home clean-up and safety, emergency medications, transportation, and other immediate needs including:
  - 10.4.14.1 Assisting Older Individuals, disabled adults, and/or any other persons seeking refuge by linking them with medical or emergency services, family, friends, and community-based programs such as the Red Cross or the appropriate government agency(ies) that can provide assistance.
  - 10.4.14.2 Coordinating Services for Older Individuals and disabled adults who may be homebound, dependent upon dialysis, or have life-

threatening, chronic illnesses that require immediate emergency intervention.

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

#### **10.4.15 Communication Procedures with County**

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

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

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

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

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

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



online or remote methods of providing Services while maintaining health and safety guidelines, etc.

## **11.0 GREEN INITIATIVES**

- 11.1 Subrecipient shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable. Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.
- 11.3 Subrecipient shall purchase, to the extent possible, products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 11.4 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.
- 11.5 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e., for janitorial Services) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.
- 11.6 Subrecipient shall notify County’s Program Manager in writing of Subrecipient’s new green initiatives seven (7) business days prior to the commencement of the Subaward.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 12.1 All listings of Services used in the Performance Requirements Summary (PRS) chart (see Attachment 1 (Performance Requirements Summary Chart)) are

intended to be completely consistent with this Subaward and this Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in this Subaward and this Statement of Work. In any case of apparent inconsistency between Services as stated in this Subaward and this Statement of Work and Attachment 1 (Performance Requirements Summary Chart), the meaning apparent in this Subaward and this Statement of Work will prevail.

- 12.2 If after requested to review by Subrecipient, County determines any Services seems to be created in the PRS which is not clearly and forthrightly set forth in this Subaward and this Statement of Work that apparent Service will be null and void and place no requirement on Subrecipient.

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

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

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

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

**Performance Requirement**

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

**Reference**

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

**Standard(s)**

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

**Acceptable Quality Level**

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

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

For non-compliance with the AQL, County, at its sole discretion, has the option to apply the remedy(ies) listed and Subrecipient shall adhere to the remedy(ies) as follows: 1) Corrective Action Plan, 2) Probation, 3) Suspend payment(s), 4) Suspend Subaward, 5) Liquidated damages, 6) Reduce and reallocate funds, 7) Terminate Subaward-, and/or 8) Placement in County's Contractor Alert Reporting Database.

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Eligibility Documentation	SOW 10.1.1, Case Files; SPARQ	All eligibility documents must be gathered prior to enrollment and receipt of first staff-assisted program service; documentation must be in case files and verification of documentation in SPARQ.	100%
Right to Work Verification and Completion of the I-9 Form(s)	SOW 10.1.1.1.2.2, Case Files; SPARQ.	Right to Work Verification, including the completion of the I-9 form, must occur prior to enrollment into SCSEP. All Right to Work documentation is saved in the Case files and documented in SPARQ.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Priority Population Enrollment and Verification	SOW 10.1.1.1.3, Case Files; SPARQ	All participants receiving priority enrollment due to the following: 65 years of age or older, a Veteran or Spouse of a Veteran, Disabled, Limited English Proficient, Low Literacy Skills, Rural Area Resident, Low Employment Prospects, Failed to Find Employment through the AJCC system and/or Homeless or Risk of Being Homeless must have proper documentation of that status in the case files and proper verification in SPARQ. <b>30% of all enrollments shall be from these Priority Populations.</b>	100%
Most In Need Population Enrollment and Verification	SOW 10.1.1.1.3, Case Files; SPARQ	All participants that are Disabled/Severely Disabled; Frail; Aged 75 or Older; Meets age requirements for Social Security Benefits but is a non-recipient; lives in an area with persistent unemployment and has severely limited employment prospects; LEP; Low Literacy Skills; Rural Resident; Veteran; or Low Employment Prospects must have proper documentation of that status in the case files and proper verification in SPARQ. <b>20% of all enrollment shall be from these Most In Need Populations</b> ( <i>note that where overlap occurs with Priority Populations above, individual(s) will count towards both categories</i> ).	100%
Application Review	SOW 10.1.1.1.2, Case Files; SPARQ	All SCSEP Applications must be reviewed and approved by a second staff member/manager prior to commencement of services.	100%
Income Re-Certification	SOW 10.1.1.1.2.3.1, Case Files; SPARQ	All SCSEP participants must have their income status re-certified at least once per 12 month period.	100%
Assessments	SOW 10.1.2.1.1, Case Files; SPARQ	All participants shall have an Initial Assessment completed; Participants that move on to receive further services shall receive a secondary Assessment and if the service period is beyond 12 months, additional assessments are required, two per each 12 month period.	100%
Work Experience	SOW 10.1.2.1.3, Case Files; SPARQ	All participants, that have been determined through Initial Assessment to be appropriate candidates, shall receive Work Experience.	100%
Orientation	SOW 10.1.2.1.4, Case Files; SPARQ	All participants shall be provided a paid orientation prior to commencement of Work Experience.	100%
Individual Employment Plan (IEP)	SOW 10.1.2.1.2, Case Files; SPARQ	All participants receiving SCSEP services shall have an IEP developed and maintained on file to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve their goals.	100%
Participant Physical Exams	SOW 10.1.2.1.4, Case Files	All Participants shall be offered no-cost physical exams.	100%
Unsubsidized Employment Search	SOW 10.1.2.1.5, Case Files; SPARQ	Contractor shall provide all participants receiving SCSEP services with assisted Unsubsidized Employment Search, paid to participant by the hour, up to 4 hours a week.	100%
Career and Personal Counseling	SOW 10.1.2.1.6, Case Files; SPARQ	All active participants shall receive on-going Career and Personal Counseling.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Skill Enhancement Opportunities	SOW 10.1.2.1.7, Case Files; SPARQ	All active participants identified as having a need for skill enhancement shall receive opportunities including soft skills, personal enrichment, and financial literacy.	100%
On-the-Job Training Requirements	SOW 10.1.2.1.9, Case Files; SPARQ	Determination of the need for On-the-Job Training is completed and documented in the IEP and case notes. Time frame requirements and Employer requirements are met.	100%
Supportive Services Need Determinations and Documentation	SOW 10.1.2.1.1, Case Files; SPARQ	All participants receiving Supportive Services must have determination of need and proof of expenditure documented in Case Files and SPARQ.	100%
Supportive Services Delivery	SOW 10.1.2.1.8, Case Files; SPARQ	Supportive Services must be delivered as soon as possible but no later than 3 business days upon determination of need.	100%
Supportive Services Reimbursement	SOW 10.1.2.1.8; Case Files; SPARQ	Supportive Services reimbursement shall be provided as soon as possible but no later than 3 business days after proof of transaction.	100%
Post-Program Follow-Up	SOW 10.1.2.1.11; Case Files; SPARQ	12 months of post-program follow-up must occur for all participants post exit (1 per quarter after exit, for a total of 4 per participant) and recorded in SPARQ.	100%
Participant Community Service Hours (Work Experience Wages and Fringe Benefits) Expenditures	SOW 6.3.9, Invoices/RAI	Allocation budgeted for Participant Community Service Hours (Work Experience Wages and Fringe Benefits) shall be fully expended.	100%
Cumulative Performance and Financial Goals	SOW 8.2	Contractor shall meet or exceed all planned performance measures goals as delineated in <i>Appendix B-5, SOW Exhibits, Exhibit 3, Cumulative Performance Goals</i> .	100%
Meetings	SOW 4.2, Sign-In Sheets; Roll-Call	Contractor shall attend all meetings, regardless of format (in-person, WebEx, etc.) as directed by County.	100%
Work Experience Assignment List	SOW 10.1.2.1.3, List Spreadsheet	An on-going list of Work Experience assignments shall be maintained that includes the number of assignments by Work Site, occupation, and industry.	100%
Security Awareness Training	SOW 6.6.9, Security Awareness Training Certificates	All Employees and Volunteers handling personal, sensitive or confidential information relating to the SCSEP must complete CDA's Security Awareness Training within 30 days of start date on this Contract or 30 days of hire date.	100%
Case File and SPARQ Data Integrity	SOW 10.1.2.1.16, Case Files; SPARQ	All Data Elements (e.g. - enrollment dates, employment dates, demographic elements, etc.) in the Paper Case Files must match Electronic Case Files in SPARQ.	100%
Timely Data Input in SPARQ	SOW 10.1.3.4, SPARQ	Data must be inputted into SPARQ on an on-going, daily basis. Contractor is to refrain from back-dating data.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Data Input Error Correction	SOW 10.1.3.4, SPARQ	All data input errors in SPARQ are to be addressed and fixed within five business days of identification.	100%
Payroll Processing	SOW 10.1.3.2.9, Payroll and Accounting Records	All Payroll (Participant wages and fringe benefits) are processed and completed in a timely manner.	100%
Indirect Cost Rate	Subaward 5.10 and 5.11	Submit the Indirect Cost Rate request withing the prescribed timeline.	100%
Submission of Monthly Invoice	Subaward 5.5	Monthly Invoices are submitted by the designated due date with little or no errors; or minor revisions needed.	100%
Submission of Monthly Report of Additional Items (RAI)	Subaward 9.21	Monthly RAIs are submitted by the designated due date with little or no errors; or minor revisions needed.	100%
Submission of Monthly Accruals	Subaward 9.21	Accruals are reported monthly and submitted by designated due date.	100%
Submission of Yearly Closeout Invoice	Subaward 9.21	Yearly Close-out invoice is submitted by the disgnated due date with little or no errors; or minor revisions needed.	100%
Submission of Contract Budget Forms	Subaward 3.6	Yearly Contract Budget is submitted by designated due date with little or no errors; or minor revisions needed.	100%
Submission of Signed Contract Documents	Subaward 2.2.2	Submission of signed contract and/or amendments in a timely manner.	100%
Prepare and submit corrective action plan(s).	2 CFR 200.511 WDACS Directive CCD-18-03 (Resolution Procedures) WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures)	Submit a corrective action plan(s) at the direction of County and/or County's duly authorized representatives (including, but not limited to, Federal, State and other County agents) within the prescribed timeline.	100%
Prepare and submit audit engagement letter.	2 CFR 200.501 WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-18-05 (Audit Requirements)	Submit the audit engagement letter for the single audit by the deadline directed by County.	100%
Prepare and submit cost allocation plan.	2 CFR 200.4 WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards)	Submit a cost allocation plan which adheres to the requirements outlined in WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) within the prescribed timeline.	100%

**ATTACHMENT 2  
(COUNTY RECOGNIZED HOLIDAYS)**

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

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

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

(Ord. 96-0003 § 2, 1996.)

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

### ATTACHMENT 3 (COMMUNITY FOCAL POINTS LIST)

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

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

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



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

<b>Gardena, City of</b>	1670 West 162th Street Gardena, CA 90247
<b>Glendale, City of : Adult Recreation Center / Sparr Heights Community Center</b>	Site 1: 201 East Colorado Glendale, CA 91205  Site 2: 1613 Glencoe Way, Glendale, CA 91208
<b>Grandparents As Parents, Inc. : Corporate Office / Edelman Court Caregiver Center</b>	Site 1: 22048 Sherman Way #217 Canoga Park, CA 01303  Site 2: 201 Center Plaza Drive – 5 <sup>th</sup> Floor #422 Monterey Park, CA 91754
<b>Human Services Association</b>	6800 Florence Avenue Bell Gardens, CA 90201
<b>Jewish Family Service: West Hollywood Comprehensive Service Center /Freda Mohr Multipurpose Center</b>	Site 1: 7377 Santa Monica Boulevard West Hollywood, CA 90046  Site 2: 330 North Fairfax Avenue Los Angeles, CA 90036
<b>Just Rite Community Program</b>	17715 Chatsworth Street, Suite 210 Granada Hills, CA 91344
<b>Long Beach Senior Center</b>	1150 East 4 <sup>th</sup> Street Long Beach, CA 90802
<b>Los Nietos Senior Center (CSS)</b>	11640 East Slauson Avenue Whittier, CA 90606
<b>Norwalk, City of : Senior Center</b>	14040 San Antonio Drive Norwalk, CA 90650
<b>Office of Samoan Affairs</b>	20715 South Avalon Boulevard, Suite# 200, Carson, CA 90746
<b>Oldtimers Foundation</b>	3355 East Gage Avenue Huntington Park, CA 90255
<b>Pomona, City of: Community Service Department</b>	499 East Arrow Hwy Pomona, CA 91767
<b>Potrero Heights Park Community and Senior Center (CSS)</b>	8051 Arroyo Drive Montebello, CA 90640

<b>San Fernando, City of: Las Palmas Park</b>	505 South Huntington Street San Fernando, CA 91340
<b>San Gabriel Valley Service Center (CSS)</b>	1441 Santa Anita Avenue South El Monte, CA 91733
<b>San Gabriel Valley YWCA</b>	943 North Grand Avenue Covina, CA 91724
<b>San Pedro Service Center (CSS)</b>	769 West Third Street San Pedro, CA 90731
<b>Santa Anita Family Service</b>	605 South Myrtle Avenue Monrovia, CA 91016
<b>Santa Clarita Valley Community on Aging</b>	22900 Market Street Santa Clarita, CA 91321
<b>Santa Clarita Valley Service Center (CSS)</b>	24271 Main Street Newhall, CA 91321
<b>Senior Care Action Network (SCAN)</b>	2501 Cherry Avenue Suite# 380 Signal Hill, CA 90755
<b>South El Monte, City of : Senior Center</b>	1556 Central Avenue South El Monte, CA 91733
<b>Southeast Area Social Service Funding Authority</b>	10400 Pioneer Boulevard Suite # 9 Santa Fe Springs, CA 90670
<b>Special Services for Groups: Older Adult Division</b>	1730 West Olympic Boulevard Floor 3A Suite 100, Los Angeles, CA 90015
<b>Torrance, City of: Community Services Department, Bartlett Senior Center</b>	1339 Post Avenue. Torrance, CA 90501
<b>Torrance South Bay Family YMCA</b>	2900 West Sepulveda Boulevard Torrance, CA 90505
<b>USC/LA Caregiver Resource Center</b>	3715 McClintock Avenue Los Angeles, CA 90089
<b>Watts Labor Community Action Committee: Bradley Multipurpose Center</b>	10937 South Central Avenue Los Angeles, CA 90059
<b>West Covina, City of</b>	1444 West Garvey Avenue West Covina, CA 91793
<b>Wise &amp; Healthy Aging</b>	1527 4 <sup>th</sup> Street, 2 <sup>nd</sup> Floor Santa Monica, CA 90401
<b>Willowbrook Senior Center (CSS)</b>	12915 South Jarvis Avenue Los Angeles, CA 90401

**SUBAWARD DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**

**Prepared by:** \_\_\_\_\_

**Returned by:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:**

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\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

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\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

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\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

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**CONTRACTOR NOTIFIED OF ACTION:**

\_\_\_\_\_  
County Representative's Signature and Date

\_\_\_\_\_  
Contractor Representative's Signature and Date

## **ATTACHMENT 5**

### **(EMERGENCY AND DISASTER PLAN BASIC REQUIREMENTS)**

#### **A. Emergency and Disaster Plan Mission and Introductory Statement**

The mission and introductory statement could be the local Office of Emergency Services (OES) statement, or an expansion of it. The mission and introductory statement should include the following elements:

- How the agency will maintain the continuity of agency services to program recipients during and following disaster and emergency events.
- How the agency will advocate on behalf of older individuals, and their family caregivers within their PSA, to assure that the special needs of older individuals are adequately met, during and following the event.

The agency's mission and introductory statement might also include how the agency will:

- Assist older individuals and their family caregivers, who have additional needs resulting from a disaster or an emergency event.
- Provide information and assistance to stakeholders on how to be prepared to meet their own needs during and following the event.
- Focus on resuming services as quickly as possible following the event.
- Collaborate with local disaster preparedness partners to coordinate services for older individuals and their family caregivers within their PSA.
- Prepare for a change in both service demands and in the individual needs of clients currently being served by the agency's network.

#### **B. Business Continuity Plan**

Develop a Business Continuity Plan (BCP) for your agency to ensure that your mission can be carried out. The BCP should:

- Provide a brief statement describing the plan for service-continuity following a disaster if normal resources are unavailable or demand exceeds capacity.
- List any MOU or vendor agreements that are in place to provide emergency backup for operations or key resources.
- Have a copy of each signed agreement in an appendix to the plan and on a data-storage device, and review and revise the agreements on an annual basis to assure they remain current.
- Include a contingency plan for staff that are absent or unable to complete their assigned duties.
- Include a system to track emergency expenditures, since they may be reimbursable.
- Emphasize communications, backup systems for data, emergency service delivery options, community resources, and transportation.

#### **C. Emergency Response Organization Chart**

The chart should include the name, title, and contact information of staff included in disaster and emergency related activities. Outline the relationships and responsibilities for each person responsible for each function:

- Management - who will take charge, delegate responsibilities, and provide overall direction?

- Operations – who will perform the actions required to get people to safety, restore services, and meet needs or help with recovery?
- Planning – who will gather information and communicate assessments about the emergency and related needs?
- Logistics – who will obtain resources that operations may require?
- Finance – who will track expenditures, hours worked, and document events as they occur?

#### **D. Roster of Critical Local Contacts in an Emergency**

Include a roster of all contact/agency resources for your Planning and Service Area.

The roster should include at least the following:

- Local OES contact information for each county/city within the PSA.
- First responders and law enforcement agencies (Fire, Police, Sheriff).
- Hospitals in the service area.
- American Red Cross and other private relief organizations.
- Community disaster preparedness groups, such as Volunteer Organizations Active in Disasters (VOAD).
- Telephone or communication tree, individuals on the Agency's Disaster Preparedness Organizational Chart, and order of contact priority.
- Media – local news/emergency broadcast radio and television stations.
- Any additional contacts as appropriate for your community (Ministerial Alliance/Council of Churches).
- Citizen-band clubs or HAM radio operators.

#### **Roster of Critical Local Contacts in an Emergency (Sample)**

Agency Name: \_\_\_\_\_ County/City: \_\_\_\_\_ Roster Date: \_\_\_\_\_

<b>Agency</b>	<b>Contact Name/Title</b>	<b>Contact Telephone Numbers</b>	<b>Contact Email Address</b>
Example: Local Office of Emergency Services	John Doe, Director of Special Needs Population	Work: Cell: Fax: Home:	Jdoe@lacounty.gov

### E. Communication Plan

The Communication plan should include at least the following: first responders, agency staff, service providers, community partners, media, volunteers, clients, local Office of Emergency Services, and the AAA Emergency Coordinator.

#### **Communication Plan (Sample)**

**(Earthquake scenario used as an example – other scenarios can be substituted)**

<b>Who</b>	<b>How</b>	<b>What</b>	<b>When</b>	<b>Where</b>	<b>Why</b>
Who needs to know	How will the message be communicated	What message do you want to convey them	When do they need to know or what is the date/time for the information	Where are the areas affected, providers affected, geographic area, locations of services	Why do they need this information
Service Providers	Telephone, email, cellular phone	Location of elderly and disabled shelter locations	Dates shelters are expected to be in operation	Address and contact information for shelters	Regular shelters are not available for special needs victims



**ATTACHMENT 6  
(SITE EMERGENCY RESOURCE SURVEY)**

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Organization Emergency Coordinator's Name: \_\_\_\_\_

Organization Emergency Coordinator's Phone Number: \_\_\_\_\_

After Hours or Cell Phone Number: \_\_\_\_\_

Organization Emergency Coordinator Email Address: \_\_\_\_\_

1. Given the need to shelter people (especially older individuals and individuals with disabilities) in the community following a major disaster, could your facility provide temporary shelter space for one or two days?

\_\_\_\_ Yes    \_\_\_\_ No    \_\_\_\_ Maybe (w/ training & support)

If different from the address listed above, please attach the address of each facility to this survey.

2. If you answered "Yes," to question number 1, how many people can you accommodate? (Please check your best estimate)

\_\_\_\_ 1 to 25                      \_\_\_\_ 26 to 50                      \_\_\_\_ 51 to 75

\_\_\_\_ 76 to 100                      \_\_\_\_ 101 or more (please specify: \_\_\_\_\_)

3. In an emergency or disaster, what resources (or supplemental services) could your organization provide? Check all that apply.

_____ Counseling Services	_____ Emergency Power/Generator
_____ Temporary Housing	_____ Emergency First Aid
_____ Home/Neighborhood Cleanup	_____ Volunteers
_____ Site for Food/Water	_____ Kitchen/Cooking Facilities
_____ Storage Distribution	_____ Other (please indicate below):

4. Following a major emergency or disaster, could your facility assist in transporting older individuals and individuals with disabilities to disaster services?

\_\_\_ Yes (assuming the resources are not in use)

\_\_\_ No

If you responded "Yes", what transportation resources does your organization have? Please enter quantity of potentially available transportation resources.

\_\_\_ Passenger Sedan(s)

\_\_\_ Vans (Passenger or Cargo)

\_\_\_ Trucks (Including Pickups)

\_\_\_ Vans with Wheelchair Lifts

\_\_\_ Other (please indicate below):

5. Please indicate the support that your organization could provide with language translation, including sign language, at disaster service centers. List languages (other than English):

6. Given the community that your organization serves, would you be able to help in assessing the needs of older individuals in that community or neighborhood following an emergency or disaster?

\_\_\_ Yes

\_\_\_ No

\_\_\_ Maybe (depending on resources at the time)

Please indicate the names of the areas, neighborhoods, or communities where you would be able to assess the needs of older individuals?

**For organizations that provide meal services:**

1. Please indicate the type of meal services that your organization provides. Check all that apply.

\_\_\_\_\_ Congregate Meals \_\_\_\_\_ Home-delivered Meals

2. Given your resources, could your organization expand meal services following an emergency or disaster to meet the needs in the community?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide the following information for each site that will be able to have expanded meal services:

Site Name: \_\_\_\_\_

Site Address: \_\_\_\_\_

Site Number: \_\_\_\_\_

Site Emergency Coordinator Name: \_\_\_\_\_

Site Emergency Coordinator After Hours or Cell Phone Number: \_\_\_\_\_

Site Emergency Coordinator E-mail: \_\_\_\_\_

After completing this survey, please send an electronic copy to Xxx Xxxxx, at [XXxxx@wdacs.lacounty.gov](mailto:XXxxx@wdacs.lacounty.gov)

*\*It is the responsibility of the AAA Contractor to contact the AAA Emergency Coordinator or designee if there are any changes to the survey. An updated and completed survey must be provided.*

LOS ANGELES COUNTY  
**TITLE V - SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)**  
**FY 2022-23**  
**PERFORMANCE MEASURES AND GOALS**

<b>SCSEP CORE PERFORMANCE (* Definitions listed below )</b>		<b>% or TOTAL</b>
1	Eligible Participants Served	152% of # 2 below
2	Number of Participant Slots (Concurrent Positions)	130
3	Community Service Hours	78.50%
4	Avg. Most in Need Factors per Participant	2.8
5	% Quarter 2 Employment (Unsubsidized)	30.40%
6	% Quarter 4 Employment (Unsubsidized)	24.50%
7	Median Earnings (2nd Qtr After Exit)	4,067
8	Maximum Average Program Duration (in months)	27
9	% Participant Satisfaction (from Surveys)	86.90%
10	% Host Agency Satisfaction (from Surveys)	85.90%
11	% Employer Satisfaction (from Surveys)	85.80%
<b>SCSEP ADDITIONAL PERFORMANCE</b>		<b>% or TOTAL</b>
1	Operational Contract Allocation	100%
2	Wages & Fringe Benefits Allocation	100%
3	Total Allocation	100%

**\* PERFORMANCE MEASURES AND GOALS DEFINITIONS**

1	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions.
2	The number of participant slots (subsidized positions) to be filled/maintained.
3	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours. minus the number of paid sick leave hours in the reporting period.
4	The total number of barriers per participant divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period.
5	The number of participants employed in the second quarter after the exit quarter divided by the number of participants who exited two quarters earlier.
6	The number of participants employed in the fourth quarter after the exit quarter divided by the number of participants who exited four quarters earlier.
7	Of those participants who are employed in the second quarter after the quarter of program exit, the median value of earnings in the second quarter after the exit quarter.
8	The average number of months participants are enrolled in the program.
9	This measure reports the average AMERICAN CUSTOMER SATISFACTION INDEX (ACSI) score for participants.
10	This measure reports the average AMERICAN CUSTOMER SATISFACTION INDEX (ACSI) score for host agencies.
11	This measure reports the average AMERICAN CUSTOMER SATISFACTION INDEX (ACSI) score for employers.

# Employee's Guide to the State Fund Medical Provider Network



## WHAT IS THE STATE FUND MEDICAL PROVIDER NETWORK (MPN)?

The State Fund Medical Provider Network (MPN) is made up of a group of physicians, pharmacies, and other medical service providers within the state of California. Some of our MPN physicians primarily treat occupational injuries, and others specialize in general areas of medicine. If necessary, the MPN will provide specialists to treat your injury or illness.

If your injury or illness is due to employment, State Fund MPN physicians and other medical providers will provide authorized medical treatment. These medical providers will provide quality medical treatment based on the utilization schedule developed by the Administrative Director of the Division of Workers' Compensation (DWC).

To meet medical access standards, an MPN must have at least three available physicians of each specialty to treat common injuries experienced by injured employees on the basis of the type of occupation or industry in which the employee is employed. An MPN must have at least three available primary treating physicians and a hospital for emergency health care services or a provider of all emergency health care services within 30 minutes or 15 miles of each covered employee's residence or workplace. An MPN must have providers of occupational health services and specialists who can treat common injuries experienced by the covered injured employees within 60 minutes or 30 miles of a covered employee's residence or workplace.

## HOW DO I OBTAIN MEDICAL TREATMENT?

In emergency situations, you may receive emergency health care services from any nearby medical service provider or hospital.

For non-emergency services, after you file a claim, your employer will refer you to an MPN facility for your first treatment visit within three business days.

For a non-emergency initial appointment with a specialist, your appointment will occur within 20 business days of your reasonable request for an appointment through an MPN medical access assistant.

## HOW DO I OBTAIN MEDICAL TREATMENT OUTSIDE THE STATE OF CALIFORNIA?

You may seek emergency treatment at the nearest emergency room if you are:

- Injured on-the-job while authorized for temporary work or travel outside the state of California, **OR**
- A former employee permanently residing outside the state of California who has an ongoing workers' compensation claim, **OR**
- An injured employee who temporarily resides outside the state of California during recovery.

If you are in need of non-emergency treatment, you should contact your claims adjuster, State Fund's Claims Reporting Center at (888) STATEFUND (888-782-8338), or your primary treating physician. You will be given a list of at least three referred physicians outside the geographical service area of the State Fund MPN within 60 minutes or 30 miles of your residence or workplace. An appointment for the first treatment visit should be available within three business days, and an initial appointment with a specialist should be available within 20 business days. You may change physicians among the referred physicians and may obtain a second and third opinion from the referred physicians.

If a list of referred physicians is not available, then you may choose your own physician on the basis of the physician's specialty or recognized expertise in treating your particular injury or condition.

## CAN I CHANGE MY DOCTOR?

Yes, after the initial medical evaluation with an MPN physician, you have the right to choose another primary treating physician or subsequent physician from the State Fund MPN.

## HOW DO I CHOOSE A DOCTOR?

You may obtain a regional area listing of MPN physicians by going to MEDfinder and clicking on Start your search now. You may also obtain a regional area listing by calling or sending a written request to your claims adjuster, or calling State Fund's Claims Reporting Center at (888) STATEFUND (888-782-8338). If you wish to obtain a complete hard copy list of all MPN providers, contact the State Fund MPN by sending an email to [scifmpn@scif.com](mailto:scifmpn@scif.com), or by calling (866) 436-0204. You may also send a written request to:

State Compensation Insurance Fund  
Attention: State Fund Medical Provider Network  
900 Corporate Center Drive  
Monterey Park, CA 91754

After you receive a regional area listing of MPN physicians, you may select a treating physician (or any subsequent physician) on the basis of the physician's specialty or recognized expertise in treating your particular injury or condition.

If there are less than three available primary treating physicians within 15 miles of your location in a specialty appropriate to treat your injury, you may choose your own physician or provider outside the MPN network. For assistance, you may contact your claims adjuster, if one has been assigned to you, or State Fund's Claims Reporting Center at (888) STATEFUND (888-782-8338).

### **HOW DO I MAKE AN APPOINTMENT WITH AN MPN DOCTOR?**

You may call the MPN physician to schedule an appointment. If you are unable to obtain an appointment, contact your claims adjuster or call State Fund's Claims Reporting Center at (888) STATEFUND (888-782-8338).

Medical Access Assistants are also here to help you with finding available MPN physicians of your choice and to schedule your medical appointments. They are available to assist you, in English and Spanish, from 7:00 a.m. to 8:00 p.m. Monday through Saturday. You may contact our Medical Access Assistants by phone (855) 220-6469, fax (855) 622-3299, or by email at statefundmaa@anthemwc.com.

### **HOW DO I SEE A SPECIALIST?**

You may receive a referral to a specialist from your treating physician or you may select a specialist or subsequent physician of your choice from within the MPN. Your choice of physician from the MPN shall be on the basis of the physician's specialty or recognized expertise in treating your particular injury or condition. If your primary treating physician refers you to a type of specialist not included in the MPN, or if there are less than three specialists within 30 miles of your residence or workplace in a specialty appropriate to treat your injury, you may choose your own physician or provider outside the MPN within a reasonable geographic area. For assistance you may contact your claims adjuster, or call State Fund's Claims Reporting Center at (888) STATEFUND (888-782-8338).

### **WHAT DO I DO IF I DISAGREE WITH MY DOCTOR'S DIAGNOSIS OR TREATMENT?**

You may change your physician at any time. However, if you dispute your physician's diagnosis or treatment, it is your responsibility to advise your claims adjuster verbally or in writing of the dispute and request a second opinion. Your claims adjuster will provide you with a regional area listing from which you can select a second opinion physician or specialist. You need to make an appointment with the selected physician within 60 days. If you do not make an appointment within 60 days of your receipt of the regional area listing, you will not be allowed to have a second or third opinion with regard to this disputed diagnosis or treatment by this treating physician.

After you make an appointment with the MPN physician,

notify your claims adjuster. The claims adjuster will contact your treating physician and provide a copy of your medical records to the second opinion physician. You may request a copy of the medical records that will be sent to the second opinion physician.

If the second opinion physician decides that your injury is outside the type of injury he or she normally treats, the physician's office will notify the claims adjuster and you will receive a new regional area listing of State Fund MPN physicians or specialist so that you can make another selection.

The results of the second opinion will be sent to you, the primary treating physician, and the claims adjuster within 20 days of the date of appointment, or receipt of the results of the diagnostic tests, whichever is later. If you disagree with the second opinion physician's findings, you may seek an opinion from a third physician from the MPN. It is your responsibility to advise your claims adjuster verbally, or in writing, of the dispute and request a third opinion. Your claims adjuster will provide you with a regional area listing from which you can select a third opinion physician or specialist. You need to make an appointment with the selected physician within 60 days. If you do not make the appointment within the 60 days of your receipt of the regional area listing, you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment by this treating physician.

After you make an appointment with the MPN physician, you need to notify your claims adjuster. The claims adjuster will contact your treating physician and provide a copy of your medical records to the third opinion physician. You may request a copy of the medical records that will be sent to the third opinion physician.

If the third opinion physician decides that your injury is outside the type of injury he or she normally treats, the physician's office will notify the claims adjuster. You will receive a new regional area listing of State Fund MPN physicians or specialists so that you can make another selection.

During this second and third opinion process, you may continue treatment with your treating physician within the MPN, or a physician of your choice within the MPN. If the MPN does not contain a physician who can provide the recommended treatment, you may choose a physician outside the MPN within a reasonable geographic area. Treatment recommended by the second or third opinion physician may be obtained from any MPN physician, including the second or third opinion physician.

### **HOW DO I REQUEST AN INDEPENDENT MEDICAL REVIEW (IMR)?**

If you select a physician for a third opinion, the claims adjuster will send you information about the Independent Medical Review (IMR) process. You will receive an Application for Independent Medical Review form that has the MPN Contact Section completed.



The third opinion physician's report shall be served on you, the primary treating physician, and the claims adjuster within 20 days of the date of the appointment or receipt of the diagnostic tests, whichever is later. After receiving the third physician's opinion, if you still disagree, then you must complete the employee section of the Application for Independent Medical Review and mail the application to:

Department of Industrial Relations  
Division of Workers' Compensation  
PO Box 71010  
Oakland, CA 94612

Within 10 business days of the receipt of the application, the Administrative Director of the DWC shall select an IMR physician with the appropriate specialty. If you wish to have an in-person examination, the Administrative Director shall randomly select a physician from the list of available IMR physicians with an appropriate specialty within 30 miles of your residence. If you wish to have a record review, the Administrative Director will randomly select a physician with an appropriate specialty to be the independent medical reviewer.

To withdraw your application, you must provide written notice to the Administrative Director and the claims adjuster.

If the IMR physician certifies in writing that an imminent and serious threat to your health exists, the report shall be expedited and rendered within three business days of the in-person examination by the IMR physician. An extension of three more business days may be granted by the Administrative Director, if necessary.

The Administrative Director shall immediately adopt the determination of the IMR and issue a written decision within five business days of the receipt of the report.

If the IMR agrees with the primary treating physician, you can receive the IMR's recommended treatment from any MPN physician within the MPN, including the second or third opinion physician. If the IMR does not agree with the disputed diagnosis, diagnostic service, or medical treatment prescribed by the primary treating physician, you may seek the IMR's recommended treatment with a physician of your choice either within or outside the MPN. The treatment shall be limited to the treatment or diagnostic service recommended by the IMR. Once the treatment is completed, you will receive all other treatment with a physician of your choice within the State Fund MPN.

### WHAT IS TRANSFER OF ONGOING CARE?

If you are being treated by a physician outside of the MPN whom you did not pre-designate, you may be required to transfer your ongoing care to an MPN physician, unless otherwise authorized by State Fund. Completion of treatment by a non-MPN provider will be authorized for injured covered employees for one of the following conditions:

- **An acute condition** – An acute condition is a medical condition that requires prompt medical attention and has a duration of less than 90 days. Completion of treatment shall be provided for the duration of the acute condition.

- **A serious chronic condition** – A serious chronic condition is a medical condition that persists without full cure or worsens over 90 days and requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment shall be authorized for up to one year in order to complete approved treatment and arrange for transfer to another provider within the MPN. The one-year period for completion of treatment starts from the date you receive the determination that you have a serious chronic condition.
- **A terminal illness** – A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. Completion of treatment shall be provided for the duration of a terminal illness.
- **Performance of a surgery or other procedure** that is authorized by State Fund as part of a documented course of treatment, and has been recommended and documented by the provider to occur within 180 days from the MPN coverage effective date.

Your claims adjuster will notify you with the medical determination regarding the transfer of care into the MPN. The notification shall be sent to you and a copy of the letter will be sent to your primary treating physician.

If you dispute this determination to transfer your care into the MPN, you may request a report from your primary treating physician that addresses whether you fall within any of the conditions set forth above. The primary treating physician shall provide the report to you within 20 calendar days from the date of your request for the report. If the physician fails to issue the report to you within the 20-day period, then your care can be transferred into the MPN.

If you or State Fund objects to the medical determination by the primary treating physician, you or State Fund can dispute it. The State Fund Transfer of Ongoing Care policy provides the complete details of the dispute resolution process. For a copy of the entire Transfer of Ongoing Care policy in English or Spanish, ask your MPN contact or your claims adjuster.

### WHAT IS CONTINUITY OF CARE?

If your physician no longer participates in the State Fund MPN, you may qualify to temporarily continue treating with your non-MPN physician if the following conditions are met:

- The termination of your provider is not for medical disciplinary cause or reason, or fraud or other criminal activity, AND
- The terminated provider agrees in writing to accept the same contractual terms and conditions prior to the termination of the contract and to be compensated at rates and methods of payment similar to those used by the insurer for currently contracting providers in the same geographical area, AND
- At the time of your provider's contract termination your medical condition meets ONE of the following conditions:
  1. **An acute condition** – An acute condition is a medical

condition that requires prompt medical attention and has a duration of less than 90 days. Completion of treatment shall be provided for the duration of the acute condition.

2. **A serious chronic condition** – A serious chronic condition is an injury or illness that is serious in nature and that persists without full cure or worsens over an extended period of time of at least 90 days, or requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment shall not exceed 12 months from the contract termination date or notification of your provider's contract termination, whichever is later.
3. **A terminal illness** – A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. Completion of treatment shall be provided for the duration of a terminal illness.
4. **Performance of a surgery or other procedure** that is authorized by State Fund as part of a documented course of treatment, and has been recommended and documented by the provider to occur within 180 days of the contract's termination date between the MPN and your physician.

If State Fund decides that you do not qualify to continue your care with the non-MPN physician, you and your primary treating physician must receive a letter of notification.

If you dispute State Fund's determination regarding continuity of care and your terminated provider is willing to continue the same contract terms and conditions, you may request a report from your primary treating physician that addresses if you have one of the four conditions set forth above. The primary treating physician must provide this report to you within 20 calendar days from your request. If the primary treating physician does not provide the report to you within the 20-day period, the determination by State Fund shall apply.

If you or State Fund objects to the medical determination by the primary treating physician, you or State Fund can dispute it. The State Fund Continuity of Care policy provides the complete details of the Dispute Resolution Process. For a copy of the entire Continuity of Care policy in English or Spanish, ask your MPN contact or your claims adjuster.

## CONTACTS FOR MPN INFORMATION

If you have been assigned a claims adjuster, contact your claims adjuster directly. The claims adjuster's name and telephone number have been provided on your claim correspondence.

If you have not been assigned a claims adjuster, you may call State Fund's Claims Reporting Center at (888) STATEFUND (888-782-8338). Translation services are available. For all other questions, your MPN contact can be reached at scifmpn@scif.com or (866) 436-0204.

## CONTACT FOR MPN PROVIDER LISTS

You may obtain a regional area listing of MPN providers by accessing MEDfinder and clicking on Start your search now. You may also obtain a regional area listing by calling or sending a written request to your claims adjuster, or by contacting State Fund's Claims Reporting Center at (888) STATEFUND (888-782-8338). You may obtain a complete hard copy list of all MPN providers by sending an email to scifmpn@scif.com or by calling (866) 436-0204. You may also send a written request to:

State Compensation Insurance Fund  
Attention: State Fund Medical Provider Network  
900 Corporate Center Drive  
Monterey Park, CA 91754

## STATE FUND CUSTOMER SERVICE CENTER

**(888) STATE FUND (888-782-8338) toll-free**

## Fraud Hotline

**(888) 786-7372 toll free**



[www.statefundca.com](http://www.statefundca.com)



# Guía de la Red de Proveedores Médicos de State Fund para Empleados



## ¿QUÉ ES LA RED DE PROVEEDORES MÉDICOS (MPN) DE STATE FUND?

La Red de Proveedores Médicos (MPN) de State Fund se compone de un grupo de médicos, farmacias y otros proveedores de servicios médicos en el estado de California. Algunos de nuestros médicos de la red MPN tratan principalmente lesiones ocupacionales, y otros se especializan en áreas generales de la medicina. Si es necesario, la red MPN proporcionará especialistas para tratar su lesión o enfermedad.

Si su lesión o enfermedad se debe al empleo, los médicos y otros proveedores de la red MPN de State Fund le brindarán tratamiento médico autorizado. Estos proveedores médicos proporcionarán tratamiento médico de calidad basado en el programa de utilización desarrollado por el director administrativo de la Division of Workers' Compensation (DWC).

Para cumplir los estándares de acceso médico, una red MPN debe contar con un mínimo de tres médicos disponibles de cada especialidad para tratar lesiones comunes experimentadas por empleados lesiones, con base en el tipo de ocupación o industria en la cual trabaja el empleado. Una red MPN debe contar con por lo menos tres médicos de atención primaria disponibles y un hospital para servicios de atención médica de emergencia, o un proveedor de todos los servicios de atención médica de emergencia a una distancia no mayor de 30 minutos o 15 millas de la residencia o lugar de trabajo de cada empleado cubierto. Una red MPN debe contar con proveedores de servicios y especialistas de salud ocupacional que puedan tratar lesiones comunes sufridas por los empleados lesionados cubiertos a una distancia no mayor de 60 minutos o 30 millas de la residencia o lugar de trabajo del empleado cubierto.

## ¿CÓMO OBTENGO TRATAMIENTO MÉDICO?

En situaciones de emergencia, usted puede recibir servicios de atención médica de emergencia por parte de cualquier proveedor de servicios médicos o hospital cercano.

Para servicios no de emergencia, después de que usted presente un reclamo, su empleador lo referirá a un centro de la red MPN para su primera visita con tratamiento en un plazo no mayor a tres días laborables.

Para una cita inicial no de emergencia con un especialista, su cita tendrá lugar durante los 20 días laborables siguientes a su solicitud razonable de una cita a través de un asistente de acceso médico de la red MPN.

Medical Provider Network ID: 0104

## ¿CÓMO OBTENGO TRATAMIENTO MÉDICO FUERA DEL ESTADO DE CALIFORNIA?

Usted podrá buscar tratamiento de emergencia en la sala de emergencias más cercana si usted es:

- Lesionado en el trabajo siendo autorizado a trabajar o viajar temporalmente fuera del estado de California, O
- Un antiguo empleado residiendo permanentemente fuera del estado de California que tiene un reclamo pendiente de compensación a los trabajadores O
- Un empleado lesionado que reside temporalmente fuera del estado de California durante la recuperación,

Si usted necesita tratamiento médico no de emergencia, debe comunicarse con su ajustador de reclamos, el Centro de Reporte de Reclamos de State Fund al (888) STATEFUND (888-782-8338), o su médico de atención primaria. Se le dará una lista de al menos tres médicos referidos fuera del área geográfica de servicio de la red MPN de State Fund a una distancia no mayor de 60 minutos o 30 millas de su residencia o lugar de trabajo. Una cita para la primera visita con tratamiento deberá estar disponible dentro de un plazo de 3 días laborables y una cita inicial para ver a un especialista deberá estar disponible dentro de un plazo de 20 días laborables. Usted puede cambiar de médico entre los médicos referidos y quizá pueda obtener una segunda y tercera opinión de estos mismos.

Si no está disponible una lista de médicos referidos, entonces usted puede escoger su propio médico basándose en la especialidad de éste o su experiencia reconocida en el tratamiento de su lesión o condición particular.

## ¿PUEDO CAMBIAR A MI MÉDICO?

Sí; después de la evaluación médica inicial con un médico de la red MPN, usted tiene el derecho a elegir a otro médico de atención primaria o médico posterior de la red MPN de State Fund.

## ¿CÓMO ELIJO A OTRO DOCTOR?

Usted puede obtener una lista regional de los médicos de la red MPN conectándose a MEDfinder y haciendo clic en Start your search now. También puede obtener una lista regional llamando o enviado una petición por escrito a su ajustador de reclamos, o llamando al Centro de Reporte de Reclamos de State Fund al (888) STATEFUND (888-782-8338). Si usted desea obtener una copia de la lista completa de todos los proveedores de la red MPN, comuníquese con la red MPN de State Fund enviando un correo electrónico a [scifmpn@scif](mailto:scifmpn@scif).

com, o llamando a (866) 436-0204. También puede enviar una solicitud por escrito a:

State Compensation Insurance Fund  
Attention: State Fund Medical Provider Network  
900 Corporate Center Drive  
Monterey Park, CA 91754

Después de que reciba una lista de los médicos de la red MPN en el área regional, usted puede seleccionar a un médico tratante (o cualquier médico posterior) basado en la especialidad de éste o su experiencia reconocida en el tratamiento de su lesión o condición particular.

Si existen menos de tres médicos de atención primaria disponibles dentro de un radio de 15 millas de donde usted se encuentre, que tengan la especialidad apropiada para tratar su lesión, usted puede elegir a su propio médico o proveedor fuera de la red MPN. Para obtener asistencia, usted puede comunicarse con su ajustador de reclamos, si ya se le ha asignado uno, o con el Centro de Reporte de Reclamos de State Fund al (888) STATEFUND (888-782-8338).

### ¿CÓMO HAGO UNA CITA CON UN MÉDICO DE LA MPN?

Usted puede llamar al médico de la red MPN para programar una cita. Si no puede obtener una cita, comuníquese con su ajustador de reclamos o llame al Centro de Reporte de Reclamos de State Fund al (888) STATEFUND (888-782-8338).

Los Asistentes de acceso médico también están aquí para ayudarle a encontrar médicos disponibles de la red MPN de su elección y para programar sus citas médicas. Están disponibles para ayudarle, en inglés y español de 7:00 a.m. a 8:00 p.m. de lunes a sábado. Usted puede comunicarse con nuestros Asistentes de acceso médico por teléfono al (855) 220-6469, por fax al (855) 622-3299 o por correo electrónico a [statefundmaa@anthemwc.com](mailto:statefundmaa@anthemwc.com).

### ¿CÓMO PUEDO CONSULTAR A UN ESPECIALISTA?

Usted puede recibir una referencia a un especialista por parte de su médico tratante, o bien puede seleccionar a un especialista o médico posterior de su elección que esté dentro de la red MPN. Su elección de médico de la MPN deberá basarse en la especialidad del médico o experiencia reconocida en el tratamiento de su lesión o condición particular. Si su médico de atención primaria le refiere a un tipo de especialista que no se incluye en la red MPN, o si hay menos de tres especialistas a una distancia no mayor de 30 millas de su residencia o lugar de trabajo, con una especialidad apropiada para tratar su lesión, usted puede elegir a su propio médico o proveedor fuera de la red MPN dentro de un área geográfica razonable. Para obtener ayuda usted puede comunicarse con su ajustador de reclamos o llamar al Centro de Reporte de Reclamos de State Fund al (888) STATEFUND (888-782-8338).

### ¿QUÉ PUEDO HACER SI NO ESTOY DE ACUERDO CON EL DIAGNÓSTICO O TRATAMIENTO DE MI MÉDICO?

Usted puede cambiar de médico en cualquier momento. No obstante, si usted disputa el diagnóstico o tratamiento dado

por su médico, es su responsabilidad avisarle a su ajustador de reclamos verbalmente o por escrito sobre la disputa y solicitar una segunda opinión. Su ajustador de reclamos le proporcionará una lista de su área regional para seleccionar a un médico o especialista de segunda opinión. Usted necesita hacer una cita con el médico seleccionado dentro de un plazo de 60 días. Si usted no hace una cita durante los 60 días siguientes a la fecha en que recibió la lista del área regional, no se le permitirá obtener una segunda o tercera opinión con respecto a esta disputa sobre este diagnóstico o tratamiento por este médico tratante.

Después de que haga una cita con el médico de la red MPN, avise a su ajustador de reclamos. El ajustador de reclamos se comunicará con su médico tratante y proporcionará una copia de sus expedientes médicos para el médico de la segunda opinión. Usted puede solicitar una copia de los registros médicos que se le enviarán al médico de segunda opinión.

Si el médico de la segunda opinión decide que su lesión es diferente al tipo de lesión que trata normalmente, el consultorio del médico avisará al ajustador de reclamos y usted recibirá una nueva lista regional de los médicos y especialistas de la red MPN de State Fund para que usted pueda hacer otra elección.

Los resultados de la segunda opinión se enviarán a usted, al médico de atención primaria y al ajustador de reclamos, en un plazo máximo de 20 días después de la fecha de la cita o de recibir los resultados de las pruebas de diagnóstico, lo que ocurra al último. Si usted no está de acuerdo con las conclusiones del médico de la segunda opinión, usted puede solicitar la opinión de un tercer médico de la red MPN. Es responsabilidad de usted informar a su ajustador de reclamos, verbalmente o por escrito, sobre la disputa y solicitar una tercera opinión. Su ajustador de reclamos le proporcionará una lista de su área regional para seleccionar a un médico o especialista de la tercera opinión. Usted necesita hacer una cita con el médico seleccionado dentro de un plazo de 60 días. Si usted no hace la cita durante los 60 días siguientes a la fecha en que recibió la lista del área regional, no se le permitirá obtener una tercera opinión con respecto a la disputa sobre este diagnóstico o tratamiento por este médico que tratante.

Después de que haga una cita con el médico de la red MPN, usted necesita avisarle a su ajustador de reclamos. El ajustador de reclamos se comunicará con su médico tratante y proporcionará una copia de sus expedientes médicos para el médico de la tercera opinión. Usted puede solicitar una copia de los registros médicos que se le enviarán al médico de tercera opinión.

Si el médico de la tercera opinión decide que su lesión es diferente al tipo de lesión que trata normalmente, el consultorio del médico avisará al ajustador de reclamos. Usted recibirá una nueva lista regional de los médicos y especialistas de la red MPN de State Fund para que usted pueda hacer otra elección.

Durante este proceso de segunda y tercera opinión usted puede continuar el tratamiento con su médico tratante de la red MPN o con un médico de su elección dentro de la

red MPN. Si la red MPN no contiene un médico que pueda proporcionar el tratamiento recomendado, usted puede elegir a un médico fuera de la red MPN dentro de un área geográfica razonable. El tratamiento recomendado por el médico de la segunda o tercera opinión puede obtenerse de cualquier médico de la red MPN, incluido el de la segunda o tercera opinión.

### ¿CÓMO PUEDO PEDIR UNA EVALUACIÓN MÉDICA INDEPENDIENTE (IMR)?

Si usted elige a un médico para una tercera opinión, el ajustador de reclamos le enviará información acerca del proceso de Evaluación Médica Independiente (IMR). Usted recibirá un formulario de Solicitud de una Evaluación Médica Independiente que ya tiene llenada la sección de contacto de la red MPN.

El reporte del médico de la tercera opinión se enviará a usted, al médico de atención primaria que le trata y al ajustador de reclamos en un plazo máximo de 20 días después de la fecha de la cita o de recibir los resultados de las pruebas de diagnóstico, lo que ocurra al último. Después de recibir la opinión del tercer médico, si todavía no está de acuerdo, entonces usted debe llenar la sección de empleado de la Solicitud de Evaluación Médica Independiente y enviar la solicitud por correo a:

Department of Industrial Relations  
Division of Workers' Compensation  
PO Box 71010  
Oakland, CA 94612

Durante los 10 días laborables siguientes a la recepción de la solicitud, el director administrativo de la DWC seleccionará a un médico IMR con la especialidad apropiada. Si usted desea tener un examen en persona, el director administrativo deberá seleccionar al azar a un médico de la lista de evaluadores médicos independientes disponibles, que tenga una especialidad apropiada y que esté dentro de 30 millas de su residencia. Si desea tener una revisión de expedientes, el director administrativo seleccionará al azar a un médico con una especialidad apropiada para que sea el evaluador médico independiente.

Para retirar su solicitud, usted debe proporcionar aviso por escrito al director administrativo y al ajustador de reclamos.

Si el médico de la IMR certifica por escrito que existe un riesgo inminente y grave para su salud, el reporte deberá ser adelantado y entregado en un plazo de tres días laborables después del examen en persona por parte del médico de la IMR. El director administrativo puede conceder una extensión de 3 días laborables más, si es necesario.

El director administrativo adoptará de inmediato la determinación del Evaluador IMR y emitirá una decisión por escrito durante los 5 días laborables siguientes a la recepción del reporte.

Si el Evaluador IMR está de acuerdo con el médico de atención primaria que le trata, usted puede obtener el tratamiento recomendado por el Evaluador IMR de cualquier médico de la red MPN, incluido el de la segunda o tercera opinión.

Si el Evaluador IMR no está de acuerdo con el diagnóstico, los servicios de diagnóstico, o el tratamiento prescrito por el médico de atención primaria, usted puede buscar el tratamiento recomendado por el Evaluador IMR por parte de un médico de su elección, ya sea dentro o fuera de la red MPN. El tratamiento deberá limitarse al servicio de tratamiento o diagnóstico recomendado por el Evaluador IMR. Una vez que el tratamiento esté completado, usted recibirá cualquier otro tratamiento con un médico de su elección dentro de la red MPN de State Fund.

### ¿QUÉ ES LA TRANSFERENCIA DE ATENCIÓN EN CURSO?

Si usted está recibiendo tratamiento de un médico ajeno a la red MPN a quien usted no pre-designó, es posible que se le requiera transferir su atención en curso a un médico de la red MPN. Se autorizará a un proveedor ajeno a MPN continuar con el tratamiento hasta su conclusión para empleados lesionados cubiertos en las siguientes condiciones:

- **Una condición aguda** – Una condición aguda es una condición médica que requiere pronta atención médica y tiene una duración de menos de 90 días. Se continuará con el tratamiento hasta su conclusión mientras dure la condición aguda.
- **Una condición crónica grave** – Una condición crónica grave es una condición médica que persiste sin una cura total o empeora en el transcurso de 90 días y requiere tratamiento continuo para mantener una remisión o prevenir el deterioro. Se autorizará la continuación del tratamiento hasta su conclusión hasta por un año para completar el tratamiento aprobado y preparar para una transferencia a otro proveedor dentro de la red MPN. El periodo de un año para la conclusión del tratamiento comienza a partir de la fecha en que usted reciba la determinación de que tiene una condición grave y crónica.
- **Una enfermedad terminal** – Una enfermedad terminal es una condición incurable o irreversible que tiene una alta probabilidad de causar la muerte dentro de un año o menos. Se continuará con el tratamiento hasta su conclusión mientras dure la enfermedad terminal.
- **La realización de una cirugía u otra intervención** que está autorizada por State Fund como parte de un ciclo de tratamiento documentado y ha sido recomendada y documentada por el proveedor para tener lugar dentro de 180 días a partir de la fecha efectiva de cobertura MPN.

Su ajustador de reclamos le notificará de la determinación médica relativa a la transferencia de la atención hacia dentro de la red MPN. Se le deberá enviar el aviso a usted y una copia de la carta se enviará a su médico de atención primaria.

Si usted disputa esta determinación para transferir su atención hacia dentro de la red MPN, usted puede pedir un reporte de su médico de atención primaria que indique si usted puede ser clasificado dentro de alguna de las condiciones mencionadas arriba. El médico de atención primaria deberá proporcionarle el reporte en un plazo máximo de 20 días de calendario a partir de la fecha de su solicitud. Si el médico no le entrega



el reporte dentro del plazo de 20 días, entonces su atención puede ser transferida hacia la red MPN.

Si usted o State Fund se oponen a la determinación médica del médico de atención primaria, usted o State Fund pueden disputar la determinación. La política de Transferencia de atención en curso de State Fund proporciona los detalles completos del proceso de resolución de disputas. Para obtener una copia de la política completa sobre la Transferencia de atención en curso, en inglés o español, pídasela a su contacto de la red MPN o a su ajustador de reclamos.

### ¿QUÉ ES LA CONTINUIDAD DE ATENCIÓN?

Si su médico ya no participa en la red MPN de State Fund, usted puede calificar para continuar el tratamiento temporalmente con su médico fuera de la red MPN si se cumplen las siguientes condiciones:

- La suspensión de su proveedor no se debe a causas o razones disciplinarias médicas, o fraude, u otra actividad criminal, Y
- El proveedor suspendido acuerda por escrito, aceptar los mismos términos y condiciones contractuales anteriores a la terminación del contrato y ser compensado con tarifas y métodos de pago similares a aquellos usados por la aseguradora para proveedores contratados actualmente en la misma área geográfica, Y
- En el momento de la terminación del contrato de su proveedor, su condición médica cumple con UNA de las siguientes condiciones:
  1. **Una condición aguda** – Una condición aguda es una condición médica que requiere pronta atención médica y tiene una duración de menos de 90 días. Se continuará con el tratamiento hasta su conclusión mientras dure la condición aguda.
  2. **Una condición crónica grave** – Una condición crónica grave es una enfermedad o lesión que es de naturaleza grave y que persiste sin una cura total o empeora durante un período extenso de por lo menos 90 días y requiere tratamiento continuo para mantener una remisión o prevenir el deterioro. La continuación del tratamiento hasta su conclusión no deberá exceder de 12 meses a partir de la fecha de terminación del contrato o de la notificación de la terminación del contrato con su proveedor; lo que ocurra más tarde.
  3. **Una enfermedad terminal** – Una enfermedad terminal es una condición incurable o irreversible que tiene una alta probabilidad de causar la muerte dentro de un año o menos. Se continuará con el tratamiento hasta su conclusión mientras dure la enfermedad terminal.
  4. **La realización de una cirugía u otra intervención** que está autorizada por State Fund como parte de un ciclo de tratamiento documentado y ha sido recomendada y documentada por el proveedor para tener lugar dentro de un plazo

de 180 días a partir de la fecha de terminación del contrato entre la red MPN y su médico.

Si State Fund decide que usted no califica para continuar su atención con el proveedor fuera de la red MPN, usted y su médico de atención primaria deben recibir una carta de notificación.

Si usted disputa la determinación de State Fund en cuanto a la continuidad de la atención y el proveedor terminado está dispuesto a continuar con los mismos términos y condiciones del contrato, usted puede solicitar un reporte a su médico de atención primaria que establezca si usted tiene una de las cuatro condiciones descritas anteriormente. El médico de atención primaria deberá proveerle a usted este reporte en un plazo máximo de 20 días de calendario a partir de su solicitud. Si el médico de atención primaria no provee este reporte dentro del periodo de 20 días, la determinación de State Fund aplicará.

Si usted o State Fund se oponen a la determinación médica del médico de atención primaria, usted o State Fund pueden disputar la determinación. La política de Continuidad de atención de State Fund proporciona los detalles completos del proceso de resolución de disputas. Para obtener una copia de la política completa sobre la Continuación de atención, en inglés o español, pídasela a su contacto de la red MPN o a su ajustador de reclamos.

### CONTACTOS PARA OBTENER INFORMACIÓN DE MPN

Si se le ha asignado un ajustador de reclamos, comuníquese con el ajustador directamente. El nombre y número telefónico del ajustador de reclamos han sido proporcionados en su correspondencia sobre el reclamo.

Si no se le ha asignado un ajustador de reclamos, usted puede llamar al Centro de Reporte de Reclamos de State Fund al (888) STATEFUND (888-782-8338). Servicios de traducción están disponibles. Para todas las demás preguntas, se puede localizar a su contacto de la red MPN en [scifmpn@scif.com](mailto:scifmpn@scif.com) o al (866) 436-0204.

### CONTACTOS PARA OBTENER INFORMACIÓN DE MPN

Usted puede obtener una lista regional de los proveedores de la red MPN conectándose a MEDfinder y haciendo clic en Start your search now. También puede obtener una lista regional llamando o enviando una petición por escrito a su ajustador de reclamos, o comunicándose con el Centro de Reporte de Reclamos de State Fund al (888) STATEFUND (888-782-8338). Usted puede obtener una copia impresa de la lista completa de todos los proveedores de la red MPN enviando un correo electrónico a [scifmpn@scif.com](mailto:scifmpn@scif.com), o llamando al (866) 436-0204. También puede enviar una solicitud por escrito a:

State Compensation Insurance Fund  
Attention: State Fund Medical Provider Network  
900 Corporate Center Drive  
Monterey Park, CA 91754

### CENTRO DE SERVICIO AL CLIENTE DE STATE FUND

(888) 888-782 sin costo

### Línea directa de atención contra el fraude

(888) 786-7372 sin costo

<b>State of California</b>  <b>EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS</b>		<b>STATE COMPENSATION INSURANCE FUND</b> CLAIMS REPORTING: Electronic First Report of Injury (EFROI) using your State Fund ID & Password at: <a href="http://www.statefundca.com/statecontracts">www.statefundca.com/statecontracts</a> or fax to the Customer Service Center at 800-371-5905				<b>OSHA Case No.</b>  <input type="checkbox"/> Fatality		
Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony		NOTICE: California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious injury, illness, or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health.						
E M P L O Y E R	1. DEPARTMENT				1a. AGENCY CODE OR SCIF POLICY NUMBER		Please do not use this Column	
	2. MAILING ADDRESS (Number and Street, City, Zip)				2a. Phone Number		Case Number	
	3. LOCATION, if different from Mailing Address (Number, Street, City and Zip)				3a. DIV./LOCATION CODE		Ownership	
	4. NATURE OF BUSINESS; e.g., Painting contractor, wholesale grocer, sawmill, hotel, etc.				5. STATE UNEMPLOYMENT INSURANCE ACCT. NO.		Industry	
I N J U R Y  O R  I L L N E S S	6. TYPE OF EMPLOYER <input type="checkbox"/> PRIVATE <input checked="" type="checkbox"/> STATE <input type="checkbox"/> COUNTY <input type="checkbox"/> CITY <input type="checkbox"/> SCHOOL DIST <input type="checkbox"/> OTHER GOVERNMENT - SPECIFY _____						Occupation	
	7. DATE OF INJURY / ONSET OF ILLNESS (mm/dd/yy)		8. TIME INJURY/ILLNESS OCCURRED _____ A.M. _____ P.M.		9. TIME EMPLOYEE BEGAN WORK _____ A.M. _____ P.M.		Sex	
	11. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY? <input type="checkbox"/> YES <input type="checkbox"/> NO		12. DATE LAST WORKED (mm/dd/yy)		13. DATE RETURNED TO WORK (mm/dd/yy)		Age	
	15. PAID FULL DAY'S WAGES FOR DATE OF INJURY OR LAST DAY WORKED? <input type="checkbox"/> YES <input type="checkbox"/> NO		16. SALARY BEING CONTINUED? <input type="checkbox"/> YES <input type="checkbox"/> NO		17. DATE OF EMPLOYER'S KNOWLEDGE/ NOTICE OF INJURY/ILLNESS (mm/dd/yy)		Daily hours	
	19. SPECIFIC INJURY/ILLNESS AND MEDICAL DIAGNOSIS if available, e.g., Second degree burns on right arm, tendonitis on left elbow, lead poisoning.					19a. BODY PART AFFECTED		Days per Week
	20. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Address)		20a. ZIP		20b. COUNTY		Weekly Hours	
	22. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g., Shipping department, machine shop.				21. ON EMPLOYER'S PREMISES? <input type="checkbox"/> YES <input type="checkbox"/> NO		Weekly Wage	
	24. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., Acetylene, welding torch, farm tractor, scaffold.				21a. WAS ANOTHER PERSON RESPONSIBLE? <input type="checkbox"/> YES <input type="checkbox"/> NO		County	
	25. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., Welding seams of metal forms, loading boxes onto truck.						Nature of Injury	
	26. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS. SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS. e.g., Worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld, and burned right hand. USE SEPARATE SHEET IF NECESSARY.						County	
	27. NAME AND ADDRESS OF PHYSICIAN (Number, Street, City, Zip)				27a. Phone Number		Part of body	
	28. HOSPITALIZED AS AN INPATIENT OVERNIGHT? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, then, NAME AND ADDRESS OF HOSPITAL (Number, Street, City, Zip)				28a. Phone Number		Part of body	
29. Employee treated in Emergency Room? <input type="checkbox"/> YES <input type="checkbox"/> NO						Source		
E M P L O Y E E	30. EMPLOYEE NAME			31. SOCIAL SECURITY NUMBER		32. DATE OF BIRTH (mm/dd/yy)		
	33. HOME ADDRESS (Number, Street, City, Zip)					33a. PHONE NUMBER		
	34. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE		35. OCCUPATION (Regular job title, NO initials, abbreviations or numbers)		CBID#		Event	
	37. EMPLOYEE USUALLY WORKS hours _____ days _____ total _____ per day per week weekly hours		37a. EMPLOYMENT STATUS <input type="checkbox"/> regular, full-time <input type="checkbox"/> part-time <input type="checkbox"/> disabled <input type="checkbox"/> unemployed <input type="checkbox"/> temporary <input type="checkbox"/> seasonal <input type="checkbox"/> retired <input type="checkbox"/> on strike <input type="checkbox"/> laid-off <input type="checkbox"/> other		37b. UNDER WHAT CLASS CODE OF YOUR POLICY WERE WAGES ASSIGNED?		Secondary Source	
	38. GROSS WAGES/SALARY \$ _____ per _____		39. OTHER PAYMENTS NOT REPORTED AS WAGES/SALARY (e.g., tips, meals, overtime, bonuses, etc.)? <input type="checkbox"/> YES <input type="checkbox"/> NO				Extent of Injury	
	40. PERS/STRS MEMBERS <input type="checkbox"/> YES <input type="checkbox"/> NO		41. CSID # (3 digit division, 4 digit position or job classification, 3 digit serial number)				Date (mm/dd/yy)	
Completed By (type or print)			Signature & Title			Date (mm/dd/yy)		

\*Confidential information may be disclosed only to the employee, former employee, or their personal representative (CCR Title 8 14300.35), to others for the purpose of processing a workers' compensation or other insurance claim; and under certain circumstances to a public health or law enforcement agency or to a consultant hired by the employer (CCR Title 8 14300.30). CCR Title 8 14300.40 requires provision upon request to certain state and federal workplace safety agencies.

If the Supervisor and Manager Review portions of this form cannot be completed <u>within five days</u> of the injury, DO NOT DELAY SUBMISSION OF THE REVERSE SIDE TO STATE FUND. Submit the form completed in its entirety to the Departmental Safety Coordinator <u>within ten days</u> of the injury.		
EMPLOYEE'S NAME	UNIT	SOCIAL SECURITY NUMBER
<b>SUPERVISOR'S REVIEW</b>		
Facts available lead me to believe this work injury was caused by and happened during State work. <input style="float: right;" type="checkbox"/>	From the facts I need my superior's or a physician's advice. The alleged claim of injury is not clearly identified with State employment. <input style="float: right;" type="checkbox"/>	The facts do not indicate this claim of injury was work connected. <input style="float: right;" type="checkbox"/>
GIVE THE FACTS THAT JUSTIFY THE ITEMS CHECKED:   		
WHAT CORRECTIVE ACTION IS BEING TAKEN TO PREVENT SIMILAR ACCIDENTS? HAVE YOU TAKEN THESE STEPS? <input type="checkbox"/> YES <input type="checkbox"/> NO If no, explain.   		
I DO NOT HAVE AUTHORITY TO TAKE THE FOLLOWING ACTION BUT RECOMMEND:   		
IF INJURED EMPLOYEE IS UNABLE TO PERFORM FULL DUTY: A. THE POSSIBILITY OF MODIFIED WORK WAS DISCUSSED WITH THE ATTENDING DOCTOR: <input type="checkbox"/> YES <input type="checkbox"/> NO B. MODIFIED WORK DECISION: <input type="checkbox"/> Condition precludes M.W. <input type="checkbox"/> Appropriate M.W. not available <input type="checkbox"/> M.W. arranged _____ days		
Signature	Classification	Date
<b>MANAGER'S REVIEW</b>		
DO YOU CONCUR WITH FIRST LINE SUPERVISOR'S REVIEW? <input type="checkbox"/> YES <input type="checkbox"/> NO If no, explain.   		
Signature and Date		

CONTINUATION AND MISCELLANEOUS COMMENTS:

Guide to

# Workers' Compensation for State of California Employees



*Helpful information you should know if you are injured on the job or become ill due to your job.*

## Questions and Answers

### What is State Compensation Insurance Fund, or State Fund?

State Compensation Insurance Fund (State Fund) is the insurance carrier your employer has chosen to provide its workers' compensation coverage. We celebrated our 100 year anniversary in 2014, so we have a long history of providing workers' compensation throughout California.

### What is Workers' Compensation?

If you get hurt on the job, your employer is required by law to pay for workers' compensation benefits. You could get hurt by:

One event at work. Examples: hurting your back in a fall, getting burned by a chemical that splashes on your skin, getting hurt in a car accident while making deliveries.

—or—

Repeated exposures at work. Examples: hurting your wrist from using vibrating tools, losing your hearing because of constant loud noise.

—or—

Workplace crime. Examples: you get hurt in a store robbery, physically attacked by an unhappy customer.

### Discrimination is Illegal

It is illegal under Labor Code section 132a for your employer to punish or fire you because you:

- File a workers' compensation claim.
- Intend to file a workers' compensation claim.
- Settle a workers' compensation claim.
- Testify or intend to testify for another injured worker.

If it is found that your employer discriminated against you, he or she may be ordered to return to your job. Your employer may also be made to pay for lost wages, increased workers' compensation benefits, and costs and expenses set by state law.

### What Are the Benefits?

- **Medical care:** Paid for by State Fund to help you recover from an injury or illness caused by work. Doctor visits, hospital services, physical therapy, lab tests and x-rays are some of the medical services that may be provided. These services should be necessary to treat your injury. There are limits on some services such as physical and occupational therapy and chiropractic care.
- **Temporary disability benefits:** Payments if you lose wages because your injury prevents you from doing your usual job while recovering. The amount you may get is up to two-thirds of your wages. There are minimum and maximum payment limits set by state law. You will be paid every two weeks if you are eligible. For most injuries, payments may not exceed 104 weeks within five years from your date of injury. Temporary disability (TD) stops when you return to work, or when the doctor releases you for work, or says your injury has improved as much as it's going to.
- **Industrial Disability Leave benefits:** State employees who are active members of the Public Employees' Retirement System (PERS) or the State Teachers' Retirement System (STRS) are eligible to receive the IDL salary-continuation benefit instead of TD. IDL provides full "net" salary for the first 22 work days (defined as a number of hours based on your time base) of disability. Thereafter, payments are based on two-thirds

of your normal "gross" salary. IDL is payable for up to 2080 hours (maximum determined by your time base) within a two-year period, from the first date of disability. IDL payments are issued by your agency on your regular payday. If you qualify, you may elect to supplement your IDL payment with your available leave credits. Once your agency receives verification of lost time, your personnel department gives you an "Industrial Disability Leave with Supplementation Benefits Information and Option Selection Form" (STD. 6185).

*Note: If you are a state "safety class" employee, talk to your personnel department to see if you are eligible for an alternative benefit.*

- **Permanent disability benefits:** Payments if you don't recover completely. You will be paid every two weeks if you are eligible. There are minimum and maximum weekly payment rates established by state law. The amount of payment is based on:
  - o Your doctor's medical reports.
  - o Your age.
  - o Your occupation.
- **Supplemental job displacement benefits:** This is a voucher for up to \$6,000 that you can use for retraining or skill enhancement at an approved school, books, tools, licenses or certification fees, or other resources to help you find a new job. You are eligible for this voucher if:
  - o You have a permanent disability.
  - o Your employer does not offer regular, modified, or alternative work, within 60 days after the claims administrator receives a doctor's report saying you have made a maximum medical recovery.
- **Death benefits:** Payments to your spouse, children or other dependents if you die from a job injury or illness. The amount of payment is based on the number of dependents. The benefit is paid every two weeks at a rate of at least \$224 per week. In addition, workers' compensation provides a burial allowance.

### When Can I Receive Disability Benefits?

Your employer must authorize medical treatment within one working day of receiving the DWC 1 claim form. You may receive up to \$10,000 in employer-paid medical care until your claim is either accepted or denied. State Fund has up to 90 days to decide whether to accept or deny your claim. Otherwise your case is presumed payable.

State Fund will send you "benefit notices" that will advise you of the status of your claim. Once your claim is accepted, State Fund will verify the time that you have missed from work. If eligible, you will receive either Industrial Disability Leave (IDL) or TD after serving a "waiting period" of three calendar days. The "waiting period" is waived if you are unable to work for more than 14 calendar days, are hospitalized as an inpatient, or suffer an injury as the result of a criminal act of violence.

### Other Benefits

You may file a claim with the Employment Development Department (EDD) to get state disability benefits when workers' compensation benefits are delayed, denied, or have ended. There are time restrictions so for more information contact the local office of EDD or go to their Web site [www.edd.ca.gov](http://www.edd.ca.gov).

If your injury results in a permanent disability (PD) and the state determines that your PD benefit is disproportionately low compared to your earning loss, you may qualify for additional money from the Department of Industrial Relation's special earnings loss supplement program also known as the return to work program. If you have questions or think you qualify, contact the Information & Assistance Unit by going to [www.dwc.ca.gov](http://www.dwc.ca.gov) and looking under "Workers' Compensation programs and units" for the "Information & Assistance Unit" link or visit the DIR Web site at [www.dir.ca.gov](http://www.dir.ca.gov).

### Workers' Compensation Fraud is a Crime

Any person who makes or causes to be made any knowingly false statement in order to obtain or deny workers' compensation benefits or payments is guilty of a felony. If convicted, the person will have to pay fines up to \$150,000 and/or serve up to five years in jail.



## More About Medical Care

### What is a Primary Treating Physician (PTP)?

This is the doctor with overall responsibility for treating your injury or illness. He or she may be:

- The doctor you name in writing before you get hurt on the job.
- A doctor from the medical provider network (MPN).

### What is a Medical Provider Network (MPN)?

A Medical Provider Network (MPN) is a select group of health care providers who treat injured workers. State Fund's MPN is comprised of a group of physicians and other medical service providers in California, some who primarily treat occupational injuries and other providers who specialize in general areas of medicine. If necessary, the MPN will provide specialists to treat your injury or illness.

If you have not named a doctor before you get hurt you will see an MPN doctor. After your first visit, you are free to choose another doctor from the MPN list. To find a conveniently located care provider from State Fund's Medical Provider Network, go to MEDfinder MPN Search at [www.statefundca.com](http://www.statefundca.com).

If you need assistance locating an available MPN physician and are unable to reach your claims adjuster, Medical Access Assistants are available to help you Monday through Saturday, 7 a.m. to 8 p.m. Pacific Standard Time (PST), at 855-220-6469, toll free.

After you receive a regional-area listing of MPN doctors, you may select a treating doctor (or any subsequent doctor) on the basis of the physician's specialty or recognized expertise in treating your particular injury or condition.

If there are less than three primary treating physicians within 15 miles of your location in a specialty appropriate to treat your injury, you may choose your own doctor or provider outside the MPN network. For assistance, you may contact your adjuster, if one has been assigned to you, or State Fund's Customer Service Center at 888-STATEFUND (888-782-8338).

### What is Predesignation?

Predesignation is when you name your regular doctor to treat you if you get hurt on the job. The doctor must be a medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or a medical group with an M.D. or D.O. You must name your doctor in writing before you get hurt or become ill.

You may predesignate a doctor if you have health care coverage for non-work injuries and illnesses. The doctor must have:

- Treated you;
- Maintained your medical history and records before your injury; and
- Agreed to treat you for a work-related injury or illness before you get hurt or become ill.

If the MPN is not applicable, you may name your chiropractor or acupuncturist to treat you for work related injuries. The notice of personal chiropractor or acupuncturist must be in writing before you get hurt. You may use the form included in this pamphlet. After you fill in the form, be sure to give it to your employer.

With some exceptions, state law does not allow a chiropractor to continue as your treating physician after 24 visits. Once you have received 24 chiropractic visits, if you still require medical treatment, you will have to select a new physician who is not a chiropractor. The term "chiropractic visit" means any chiropractic office visit, regardless of whether the services performed involve chiropractic manipulation or are limited to evaluation and management.

Exceptions to the prohibition on a chiropractor continuing as your treating physician after 24 visits include postsurgical physical medicine visits prescribed by the surgeon, or physician designated by the surgeon, under the postsurgical component of the Division of Workers' Compensation's Medical Treatment Utilization Schedule, or if State Fund has authorized additional visits in writing.

### What If There Is A Problem?

If you have a concern, speak up. Talk to your employer or State Fund and try to solve the problem. If this doesn't work, get help by trying the following:

#### Contact the DWC Information and Assistance (I&A) Unit

All 24 Division of Workers' Compensation (DWC) offices throughout the state provide information and assistance on rights, benefits and obligations under California's workers' compensation laws. Information and assistance officers help resolve disputes without formal proceedings. Their goal is to get you full and timely benefits. Their services are free.

## Attachment 8: Worker's Compensation Coverage Forms

To contact the nearest Information and Assistance Unit, go to [www.dwc.ca.gov](http://www.dwc.ca.gov) and under "Workers' Compensation programs and units", click on "Information & Assistance Unit." At this site you will find fact sheets, guides and information to help you.

### DWC Information & Assistance Offices

Anaheim	(714) 414-1801	Sacramento	(916) 928-3158
Bakersfield	(661) 395-2514	Salinas	(831) 443-3058
Eureka	(707) 441-5723	San Bernardino	(909) 383-4522
Fresno	(559) 445-5355	San Diego	(619) 767-2082
Long Beach	(562) 590-5240	San Francisco	(415) 703-5020
Los Angeles	(213) 576-7389	San Jose	(408) 277-1292
Marina Del Rey	(310) 482-3820	San Luis Obispo	(805) 596-4159
Oakland	(510) 622-2861	Santa Ana	(714) 558-4597
Oxnard	(805) 485-3528	Santa Barbara	(805) 884-1988
Pomona	(909) 623-8568	Santa Rosa	(707) 576-2452
Redding	(530) 225-2047	Stockton	(209) 948-7980
Riverside	(951) 782-4347	Van Nuys	(818) 901-5367

### Consult With an Attorney

Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fees may be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their Web site at [www.californiaspecialist.org](http://www.californiaspecialist.org). You may get a list of attorneys from your local I&A Unit or look in the yellow pages.

### Warning

Your employer may not pay workers' compensation benefits if you get hurt in a voluntary off-duty recreational, social athletic activity that is not part of your work-related duties.

### Additional Rights

You may also have other rights under the Americans with Disabilities Act (ADA) or the Fair Employment and Housing Act (FEHA). For additional information, contact FEHA at 800-884-1684 or the Equal Employment Opportunity Commission (EEOC) at 800-669-4000.

This pamphlet has been approved by the administrative director of the Division of Workers' Compensation.

## State Contract Services

**888-STATEFUND (888-782-8338)**

[www.statefundca.com](http://www.statefundca.com)



Guía para la

# Compensación a los Trabajadores los empleados del Estado de California

Información útil en caso de que sufra alguna lesión en el trabajo o se enferme a causa de su trabajo.



## Preguntas y Respuestas

### ¿Qué es State Compensation Insurance Fund?

State Compensation Insurance Fund, o State Fund, es la compañía de seguros que su empleador ha elegido para proporcionar su cobertura de compensación a los trabajadores. Celebramos nuestro aniversario número 100 en 2014, así que tenemos una larga tradición de proveer compensación a los trabajadores en California.

### ¿Qué es la compensación a los trabajadores?

Si usted se lesiona en el trabajo, su empleador está obligado por ley a pagar por los beneficios de compensación a los trabajadores. Usted podría lesionarse por:

Un suceso en el trabajo. Ejemplos: lastimarse la espalda en una caída, quemarse con un producto químico que le salpica la piel, lastimarse en un accidente automovilístico mientras hace entregas.

—o bien—

Exposiciones repetidas en el trabajo. Ejemplos: lastimarse la muñeca por el uso de herramientas que vibran, perder su capacidad auditiva debido a ruidos fuertes y constantes.

—o bien—

Crimen en el lugar de trabajo. Ejemplos: usted se lesiona en un asalto a una tienda, o es atacado físicamente por un cliente insatisfecho.

### La discriminación es ilegal

Es ilegal en virtud de la sección 132a del Código Laboral que su empleador le castigue o despidan porque usted:

- Presenta un reclamo de compensación a los trabajadores.
- Tiene la intención de presentar un reclamo de compensación a los trabajadores.
- Llega a un acuerdo en un reclamo de compensación a los trabajadores.
- Testifica o tienen intención de testificar por otro trabajador lesionado.

Si se determina que su empleador lo discriminó, se podría ordenar que usted sea restituido a su trabajo. A su empleador también se le podría obligar a compensar la pérdida de salarios, aumentar los beneficios de compensación a los trabajadores, y pagar los costos y gastos establecidos por la ley estatal.

### ¿Cuáles son los beneficios?

- **Atención médica:** Pagada por su State Fund para ayudarle a recuperarse de una lesión o enfermedad causada por el trabajo. Visitas al médico, servicios de hospital, terapia física, análisis de laboratorio y radiografías son algunos de los servicios médicos que se pueden prestar. Estos servicios deben ser necesarios para tratar su lesión. Hay límites en algunos servicios como la terapia física y ocupacional y la atención quiropráctica.
- **Beneficios por incapacidad temporal:** Se pagan si usted pierde sueldo debido a que su lesión le impide hacer su trabajo habitual mientras se recupera. La cantidad que usted puede recibir es de hasta dos terceras partes de su salario. Hay límites de pago mínimo y máximo establecidos por la ley estatal. Se le pagará cada dos semanas si usted es elegible. Para la mayoría de las lesiones, los pagos no podrán exceder de 104 semanas dentro de un periodo de cinco años a partir de la fecha de la lesión. La incapacidad temporal (TD) se detiene cuando usted regresa al trabajo, o cuando el médico le da de alta para el trabajo, o dice que su lesión ha alcanzado el punto de máxima mejoría.

- **Beneficios del Permiso de Ausencia por Incapacidad Industrial:** Los empleados del estado que son miembros activos del Sistema de Retiro de Empleados Públicos (PERS) o del Sistema de Retiro de Maestros del Estado (STRS) son elegibles para recibir el beneficio de continuación de salario IDL en lugar del TD. El IDL proporciona el salario "neto" completo de los primeros 22 días de trabajo (definido como el número de horas con base en su tiempo) de incapacidad. A partir de entonces, los pagos se basan en dos tercios de su salario "bruto" normal. El IDL es pagable hasta por 2080 horas (el máximo se determina con su régimen horario) en un plazo de dos años desde la primera fecha de la incapacidad. Los pagos del IDL son entregados por su agencia el día de pago normal. Si usted califica, puede elegir suplementar su pago IDL con sus créditos de permiso disponibles. Una vez que su agencia reciba la verificación del tiempo perdido, su departamento de personal le dará un "Permiso de Incapacidad Industrial con Información de los Beneficios de Suplemento y el Formulario de Selección de Opciones" (STD. 618S).
- *Nota: Si usted es un empleado "safety class" del estado, hable con su departamento de personal para ver si usted es elegible para un beneficio alternativo.*
- **Beneficios por incapacidad permanente:** Se pagan si usted no se recupera por completo. Se le pagará cada dos semanas si usted es elegible. Hay tasas de pago semanal mínimo y máximo establecidas por la ley estatal. El monto del pago está basado en:
  - o Los informes médicos de su médico.
  - o Su edad.
  - o Su profesión.
- **Beneficios suplementarios de desplazamiento laboral:** Se trata de un vale hasta por \$6,000 que usted puede utilizar para actualizar o mejorar sus habilidades en una escuela aprobada, para obtener libros, herramientas, licencias o pagar cuotas de certificación u otros recursos para ayudarle a encontrar un nuevo trabajo. Usted es elegible para este vale si:
  - o Usted tiene una incapacidad permanente.
  - o Su empleador no le ofrece trabajo regular, modificado, o alternativo, durante los primeros 60 días después de que el administrador de reclamos reciba el informe de un médico que diga que usted ha alcanzado una recuperación médica máxima.
- **Beneficios por muerte:** Los pagos a su cónyuge, sus hijos u otros dependientes si usted muere de una lesión o enfermedad relacionada con el trabajo. El monto del pago está basado en el número de dependientes. El beneficio se paga cada dos semanas, a razón de por lo menos \$224 por semana. Además, la compensación a los trabajadores proporciona un subsidio de sepelio.

### ¿Cuándo puedo recibir beneficios por incapacidad?

Su empleador debe autorizar el tratamiento dentro de un día laborable después de recibir el formulario de reclamo DWC 1. Puede recibir hasta \$10,000 dólares en cuidado médico pagado por el empleador hasta que su reclamo sea aceptado o negado. State Fund tiene hasta 90 días para decidir si acepta o niega su reclamo. De lo contrario, se presume que su caso procede.

State Fund le enviará "avisos de beneficios" que le harán saber el estado actual de su reclamo. Una vez que su reclamo sea aceptado, State Fund verificará el tiempo que ha perdido de trabajo. Si es elegible, recibirá ya sea un Permiso de Ausencia por Incapacidad Industrial (Industrial Disability Leave, IDL) o TD después de haber pasado un "periodo de espera" de tres días calendario. El "periodo de espera" no se aplica si usted no puede trabajar por más de 14 días de calendario, está hospitalizado como un paciente interno, o sufre de una lesión a causa de un acto criminal de violencia.

### Otros beneficios

Usted puede presentar un reclamo ante el Departamento de Desarrollo del Empleo (EDD) para obtener los beneficios por incapacidad del estado cuando los beneficios de compensación a los trabajadores se retrasan, son negados o han terminado. Existen restricciones de tiempo así que para obtener más información comuníquese con la oficina local del EDD o vaya a su sitio Web [www.edd.ca.gov](http://www.edd.ca.gov).

Si su lesión resulta en una incapacidad permanente (PD) y el Estado determina que su beneficio por PD es desproporcionadamente bajo en comparación con su pérdida de ingresos, usted podría reunir los requisitos para recibir dinero adicional del programa especial de suplemento de pérdida de ingresos del Departamento de Relaciones Industriales, también conocido como el programa de regreso al trabajo. Si usted tiene preguntas o cree que reúne los requisitos, comuníquese con la Unidad de Información y Asistencia al ir a [www.dwc.ca.gov](http://www.dwc.ca.gov) y buscar el enlace "Information & Assistance Unit" en "Workers' Compensation programs and units" o bien visite el sitio Web del Departamento de Relaciones Industriales en [www.dir.ca.gov](http://www.dir.ca.gov).



### El fraude en la compensación a los trabajadores es un delito

Cualquier persona que haga o cause que se haga una declaración falsa a sabiendas con el fin de obtener o negar beneficios o pagos de compensación a los trabajadores es culpable de un delito grave. De ser declarado culpable, la persona tendrá que pagar multas de hasta \$150,000 y/o cumplir hasta cinco años de cárcel.

### Más acerca de los cuidados médicos

#### ¿Qué es un Médico de atención primaria (PTP)?

Este es el médico con la responsabilidad total para el tratamiento de su lesión o enfermedad. Este puede ser:

- El médico que usted nombra por escrito antes de que usted se lesione en el trabajo.
- Un médico de la red de proveedores médicos (MPN).

#### ¿Qué es una Red de Proveedores Médicos (MPN)?

Una Red de Proveedores Médicos (Medical Provider Network, MPN) es un grupo selecto de proveedores del cuidado de la salud que tratan a los trabajadores lesionados. La red MPN de State Fund está conformada por un grupo de médicos y otros proveedores de servicios médicos en California, algunos de los cuales tratan principalmente lesiones ocupacionales, así como otros proveedores que se especializan en áreas generales de la medicina. Si es necesario, la red MPN proporcionará especialistas para tratar su lesión o enfermedad.

Si no ha nombrado a un médico antes de lastimarse, verá a un médico de la red MPN. Después de su primera visita, usted tiene libertad para elegir a otro médico de la lista MPN. Para encontrar un proveedor de cuidados ubicado de forma conveniente de la Red de Proveedores Médicos de State Fund, entre a MEDfinder MPN Search (Búsqueda de MPN de MEDfinder), en [www.statefundca.com](http://www.statefundca.com).

Si necesita ayuda para localizar a un médico disponible de la red MPN y no puede comunicarse con su ajustador de reclamos, los Asistentes de acceso médico están disponibles para ayudarle de lunes a sábado de 7 a.m. a 8 p.m., Hora Estándar del Pacífico (PST) sin costo al (855) 220-6469.

Después de que reciba una lista de los doctores de la MPN en el área regional, usted puede seleccionar a un doctor que brinde tratamiento (o a cualquier doctor subsecuente) basado en la especialidad de éste o su experiencia reconocida en el tratamiento de su lesión o enfermedad particular.

Si existen menos de tres médicos de atención primaria dentro de un radio de 15 millas de donde usted se encuentre, que tengan la especialidad apropiada para tratar su lesión, usted puede elegir a su propio médico o proveedor fuera de la red MPN. Para obtener ayuda, usted puede comunicarse con su ajustador, si ya se le ha asignado uno, o con el Centro de Servicio al Cliente de State Fund al 888-STATEFUND (888-782-8338).

#### ¿Qué es la designación previa?

La designación previa es cuando usted nombra a su médico de cabecera para tratarlo si se lastima en el trabajo. El médico debe ser un doctor en medicina (M.D.), médico osteópata (D.O.) o un grupo médico con un M.D. o D.O. Usted debe nombrar a su médico por escrito antes de que se lastime o se enferme.

Puede hacer una designación previa de un médico si usted tiene cobertura de atención médica para las lesiones y enfermedades no relacionadas con el trabajo. El médico debe:

- Haberle tratado a usted.
- Haber mantenido su historial clínico y sus registros antes de su lesión; y
- Haber acordado tratarlo por una lesión o enfermedad relacionada con el trabajo antes de que usted se lesionara o se enfermara.

Si la red MPN no es aplicable, usted puede nombrar a su quiropráctico o acupunturista para tratarlo por lesiones relacionadas con el trabajo. El aviso de quiropráctico o acupunturista personal se debe dar por escrito antes de que usted se lesione. Usted puede utilizar el formulario incluido en este folleto. Después de llenar el formulario, asegúrese de dárselo a su empleador.

Con algunas excepciones, la ley estatal no permite que un quiropráctico continúe como su médico de atención primaria después de 24 visitas. Una vez que haya recibido 24 visitas al quiropráctico, si usted todavía necesita el tratamiento médico, tendrá que elegir a un nuevo médico que no es quiropráctico. El término "visita al quiropráctico", significa cualquier visita al consultorio del quiropráctico, sin importar si los servicios prestados implican la manipulación quiropráctica o se limitan a la evaluación y el manejo.

Las excepciones a la prohibición de que un quiropráctico continúe como su médico de atención primaria después de 24 visitas incluyen visitas postoperatorias de medicina física prescritas por el cirujano o por el médico designado por éste, en el marco del componente postquirúrgico del plan de utilización de tratamiento médico de la División de Compensación a los Trabajadores, o si State Fund ha autorizado visitas adicionales por escrito.

### ¿Qué pasa si se presenta un problema?

Si usted tiene alguna preocupación, hable. Hable con su empleador o con State Fund para intentar solucionar el problema. Si esto no funciona, pida ayuda al tratar lo siguiente:

#### Comunicarse con la Unidad de Información y Asistencia (IyA) de DWC

Todas las 24 oficinas de la División de Compensación a los Trabajadores (DWC) en todo el estado ofrecen información y asistencia sobre los derechos, los beneficios y las obligaciones en virtud de las leyes de compensación a los trabajadores de California. Los funcionarios de información y asistencia ayudan a resolver disputas sin los procedimientos formales. Su objetivo es que usted reciba todos los beneficios de forma oportuna. Sus servicios son gratuitos.

Para comunicarse con la Unidad de Información y Asistencia más cercana, entre a [www.dwc.ca.gov](http://www.dwc.ca.gov) y en la sección de "Workers' Compensation programs and units" ("unidades y programas de Compensación a los Trabajadores"), haga clic en "Information and Assistance Unit" ("Unidad de Información y Asistencia"). En este sitio usted encontrará hojas informativas, guías e información para ayudarle.

#### Oficinas de información y asistencia de DWC

Anaheim	(714) 414-1801	Sacramento	(916) 928-3158
Bakersfield	(661) 395-2514	Salinas	(831) 443-3058
Eureka	(707) 441-5723	San Bernardino	(909) 383-4522
Fresno	(559) 445-5355	San Diego	(619) 767-2082
Long Beach	(562) 590-5240	San Francisco	(415) 703-5020
Los Angeles	(213) 576-7389	San Jose	(408) 277-1292
Marina Del Rey	(310) 482-3820	San Luis Obispo	(805) 596-4159
Oakland	(510) 622-2861	Santa Ana	(714) 558-4597
Oxnard	(805) 485-3528	Santa Barbara	(805) 884-1988
Pomona	(909) 623-8568	Santa Rosa	(707) 576-2452
Redding	(530) 225-2047	Stockton	(209) 948-7980
Riverside	(951) 782-4347	Van Nuys	(818) 901-5367

#### Consultar con un abogado

La mayoría de los abogados ofrecen una consulta sin costo. Si usted decide contratar a un abogado, sus honorarios podrían ser tomados de parte de sus beneficios. Para obtener los nombres de abogados de compensación a los trabajadores, llame al Colegio de Abogados de California al (415) 538-2120 o conéctese a su sitio Web en <http://www.californiaspecialist.org>. Puede obtener una lista de abogados de su Unidad de Información y Asistencia local o busque en las Páginas Amarillas.

#### Advertencia:

Es posible que su empleador no pague los beneficios de compensación a los trabajadores si usted se lesiona en horas no laborables en una actividad voluntaria recreativa, social o atlética que no sea parte de sus funciones laborales.

**Derechos adicionales**

A usted también le pudieran corresponder otros derechos conforme a la Ley de Norteamericanos con Discapacidades (ADA) o la Ley de Equidad en el Empleo y la Vivienda (FEHA). Para obtener información adicional, comuníquese con FEHA al (800) 884-1684 o en la Comisión de Igualdad de Oportunidades en el Empleo (EEOC) al (800) 669-4000.

Este panfleto ha sido aprobado por el director administrativo de la División de Compensación a los Trabajadores.

**State Contract Services****888-STATEFUND (888-782-8338)**[www.statefundca.com](http://www.statefundca.com)



## Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. You should read all of the information below. Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

**Medical Care:** Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. There is a limit on some medical services.

**The Primary Treating Physician (PTP)** is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your predesignated doctor or medical group. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Different rules apply if your employer is using a Health Care Organization (HCO) or a Medical Provider Network (MPN). A MPN is a selected network of health care providers to provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after you file a claim form, your employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to be liable for up to \$10,000 in treatment until the claim is accepted or rejected.

**Disclosure of Medical Records:** After you make a claim for workers' compensation benefits, your medical records will not have the same level of privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

**Payment for Temporary Disability (Lost Wages):** If you can't work while you are recovering from a job injury or illness, for most injuries you will receive temporary disability payments for a limited period of time. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

**Return to Work:** To help you to return to work as soon as possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may

Si Ud. se lesiona o se enferma, ya sea físicamente o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación de trabajadores. Se adjunta el formulario para presentar un reclamo de compensación de trabajadores con su empleador. Ud. debe leer toda la información a continuación. Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de estos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el administrador de reclamos, quien es responsable por el manejo de su reclamo, le notificará sobre su elegibilidad para beneficios.

Para presentar un reclamo, llene la sección del formulario designada para el "Empleado," guarde una copia, y dele el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador," le dará a Ud. una copia fechada, guardará una copia, y enviará una al administrador de reclamos. Los beneficios no pueden comenzar hasta que el administrador de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

**Atención Médica:** Su administrador de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Hay un límite para ciertos servicios médicos.

**El Médico Primario que le Atiende-Primary Treating Physician PTP** es el médico con la responsabilidad total para tratar su lesión o enfermedad. Generalmente, su empleador selecciona al PTP que Ud. verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico o grupo médico previamente designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es posible que Ud. pueda cambiar al médico de su preferencia. Hay reglas diferentes que se aplican cuando su empleador usa una Organización de Cuidado Médico (HCO) o una Red de Proveedores Médicos (MPN). Una MPN es una red de proveedores de asistencia médica seleccionados para dar tratamiento a los trabajadores lesionados en el trabajo. Usted debe recibir información de su empleador si su tratamiento es cubierto por una HCO o una MPN. Hable con su empleador para más información. Si su empleador no ha colocado un cartel describiendo sus derechos para la compensación de trabajadores, Ud. puede seleccionar a su propio médico inmediatamente.

Dentro de un día después de que Ud. presente un formulario de reclamo, su empleador autorizará todo tratamiento médico de acuerdo con las pautas de tratamiento aplicables a la presunta lesión y será responsable por \$10,000 en tratamiento hasta que el reclamo sea aceptado o rechazado.

**Divulgación de Expedientes Médicos:** Después de que Ud. presente un reclamo para beneficios de compensación de trabajadores, sus expedientes médicos no tendrán el mismo nivel de privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un juez de compensación de trabajadores posiblemente decida que expedientes se revelarán. Si Ud. solicita privacidad, es posible que el juez "selle" (mantenga privados) ciertos expedientes médicos.

**Pago por Incapacidad Temporal (Sueldos Perdidos):** Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal para la mayoría de las lesiones por un período limitado. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos



**Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility****Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad**

be temporary or may be extended depending on the nature of your injury or illness.

**Payment for Permanent Disability:** If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

**Supplemental Job Displacement Benefit (SJDB):** If you were injured after 1/1/04 and you have a permanent disability that prevents you from returning to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability.

**Death Benefits:** If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

**It is illegal for your employer** to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation (DWC), or you can hear recorded information and a list of local offices by calling (800) 736-7401. You may also go to the DWC website at [www.dwc.ca.gov](http://www.dwc.ca.gov).

**You can consult with an attorney.** Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at [www.californiaspecialist.org](http://www.californiaspecialist.org).

por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado una noche o no pueda trabajar durante más de 14 días.

**Recurso al Trabajo:** Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atiende, el administrador de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado u otro trabajo podría ser temporal o podría extenderse dependiendo de la índole de su lesión o enfermedad.

**Pago por Incapacidad Permanente:** Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

**Beneficio Suplementario por Desplazamiento de Trabajo:** Si Ud. Se lesionó después del 1/1/04 y tiene una incapacidad permanente que le impide regresar al trabajo dentro de 60 días después de que los pagos por incapacidad temporal terminen, y su empleador no ofrece un trabajo modificado o alternativo, es posible que usted reúna los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitos, el administrador de reclamos pagará los gastos hasta un máximo establecido por las leyes estatales basado en su porcentaje de incapacidad permanente.

**Beneficios por Muerte:** Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que viven en el hogar y que dependían económicamente del trabajador difunto.

**Es ilegal que su empleador** le castigue o despidan, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. (El Código Laboral sección 132a.) De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

Ud. tiene derecho a no estar de acuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador de reclamos para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios del Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División Estatal de Compensación de Trabajadores (Division of Workers' Compensation - DWC) o puede escuchar información grabada, así como una lista de oficinas locales llamando al (800) 736-7401. Ud. también puede consultar con la página Web de la DWC en [www.dwc.ca.gov](http://www.dwc.ca.gov).

**Ud. puede consultar con un abogado.** La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un abogado, los honorarios serán tomados de algunos de sus beneficios. Para obtener nombres de abogados de compensación de trabajadores, llame a la Asociación Estatal de Abogados de California (State Bar) al (415) 538-2120, o consulte con la página Web en [www.californiaspecialist.org](http://www.californiaspecialist.org).

State of California  
Department of Industrial Relations  
DIVISION OF WORKERS' COMPENSATION



Estado de California  
Departamento de Relaciones Industriales  
DIVISION DE COMPENSACIÓN AL TRABAJADOR

# WORKERS' COMPENSATION CLAIM FORM (DWC 1)

# PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)

**Employee:** Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included as the cover sheet of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

**Empleado:** Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al (800) 736-7401 para oír información grabada. En la hoja cubierta de esta forma esta la explicación de los beneficios de compensación al trabajador.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonía".

**Employee—complete this section and see note above**

**Empleado—complete esta sección y note la notación arriba.**

1. Name, *Nombre*, \_\_\_\_\_ Today's Date, *Fecha de Hoy*, \_\_\_\_\_
2. Home Address, *Dirección Residencial*, \_\_\_\_\_
3. City, *Ciudad*, \_\_\_\_\_ State, *Estado*, \_\_\_\_\_ Zip, *Código Postal*, \_\_\_\_\_
4. Date of Injury, *Fecha de la lesión (accidente)*, \_\_\_\_\_ Time of Injury, *Hora en que ocurrió*, \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.
5. Address and description of where injury happened, *Dirección/lugar dónde ocurrió el accidente*, \_\_\_\_\_
6. Describe injury and part of body affected, *Describe la lesión y parte del cuerpo afectada*, \_\_\_\_\_
7. Social Security Number, *Número de Seguro Social del Empleado*, \_\_\_\_\_
8. Signature of employee, *Firma del empleado*, \_\_\_\_\_

**Employer—complete this section and see note below.**

**Empleador—complete esta sección y note la notación abajo.**

9. Name of employer, *Nombre del empleador*, \_\_\_\_\_
10. Address, *Dirección*, \_\_\_\_\_
11. Date employer first knew of injury, *Fecha en que el empleador supo por primera vez de la lesión o accidente*, \_\_\_\_\_
12. Date claim form was provided to employee, *Fecha en que se le entregó al empleado la petición*, \_\_\_\_\_
13. Date employer received claim form, *Fecha en que el empleado devolvió la petición al empleador*, \_\_\_\_\_
14. Name and address of insurance carrier or adjusting agency, *Nombre y dirección de la compañía de seguros o agencia administradora de seguros*,  
**State Compensation Insurance Fund**
15. Insurance Policy Number, *El número de la póliza de Seguro*, \_\_\_\_\_
16. Signature of employer representative, *Firma del representante del empleador*, \_\_\_\_\_
17. Title, *Título*, \_\_\_\_\_ 18. Telephone, *Teléfono*, \_\_\_\_\_

**Employer:** You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative, who filed the claim within one working day of receipt of the form from the employee.

**Empleador:** Se requiere que Ud. feche esta forma y que provée copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de un día hábil desde el momento de haber sido recibida la forma del empleado.

**SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY**

**EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD**

☐ Employer copy/Copia del Empleador

☐ Employee copy/Copia del Empleado

☐ Claims Administrator/Administrador de Reclamos

☐ Temporary Receipt/Recibo del Empleado

**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:**     2022-2023

**COUNTY'S DEPARTMENT HEAD**

Name:                   Mr. Otto Solórzano  
Title:                    Acting Director  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 737-2617  
E-Mail Address:        [osolorzano@wdacs.lacounty.gov](mailto: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](mailto:cdomingostephen@wdacs.lacounty.gov)

**COUNTY'S PROGRAM MANAGER**

Name:                   Ms. Anna Avdalyan  
Title:                    Program Manager  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 738-4749  
E-Mail Address:        [aavdalyan@wdacs.lacounty.gov](mailto:aavdalyan@wdacs.lacounty.gov)

**COUNTY'S COMPLIANCE MANAGER**

Name:                   Ms. Stephanie Maxberry  
Title:                    Program Manager  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 738-2015  
E-Mail Address:        [smaxberry@wdacs.lacounty.gov](mailto:smaxberry@wdacs.lacounty.gov)

**COUNTY'S EMERGENCY COORDINATOR**

Name:                   Ms. Ellie Wolfe  
Title:                    Program Manager  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 738-2681  
E-Mail Address:        [ewolfe@wdacs.lacounty.gov](mailto:ewolfe@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 MANAGER<sup>1</sup>:**

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

[Click here to enter text.](#)

Telephone:

[Click here to enter text.](#)

E-Mail Address:

[Click here to enter text.](#)

**SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE(S)<sup>2</sup>:**

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

[Click here to enter text.](#)

Telephone:

[Click here to enter text.](#)

E-Mail Address:

[Click here to enter text.](#)

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

[Click here to enter text.](#)

Telephone:

[Click here to enter text.](#)

E-Mail Address:

[Click here to enter text.](#)

### **ADDITIONAL SUBAWARD CONTACTS<sup>3</sup>:**

Name: Click here to enter text.

Title: Click here to enter text.

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

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

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

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

### **BUDGET ANALYST:**

Name: Click here to enter text.

Title: Click here to enter text.

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

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.



## INVOICES – AUTHORIZED SIGNER:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

***Signature:*** \_\_\_\_\_

## MIS DATA ENTRY PERSONNEL:

### **Primary Contact**

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

### **Secondary Contact**

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

### Notes:

- <sup>1</sup> 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.
- <sup>2</sup> 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).
- <sup>3</sup> 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](http://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?

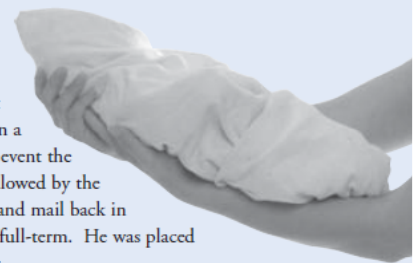
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**EXHIBIT J**  
**(INTENTIONALLY OMITTED)**

**EXHIBIT K**  
**(INTENTIONALLY OMITTED)**



**EXHIBIT L**  
**(INTENTIONALLY OMITTED)**

**EXHIBIT M1**  
**(INTENTIONALLY OMITTED)**

**EXHIBIT M2**  
**(INTENTIONALLY OMITTED)**

**EXHIBIT M3**  
**(INTENTIONALLY OMITTED)**

**EXHIBIT N**  
**(BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE**  
**PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA))**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business

associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business

Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person



to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
    - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
    - (b) The number of Individuals whose Protected Health Information is involved;
    - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account

number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from

the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

## **9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide

Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free



telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

#### **15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall

return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
  - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
  - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

**19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**EXHIBIT 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 (DEFINITIONS)**

### **I. STANDARD TERMS**

**Activities of Daily Living (ADLs):** Activities usually performed for oneself in the course of a normal day including bathing, dressing, grooming, eating, walking, using the telephone, taking medications, and other personal care activities.

**Administration for Community Living (ACL):** The principal agency of the United States Department of Health and Human Services (formerly known as the Administration on Aging) designated to carry out the provisions of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.). It is dedicated to policy development, planning, and the delivery of supportive home and community-based services to older persons and their caregivers.

**Adult Protective Services (APS):** Those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them (Welfare and Institutions Code Section 15610.10).

**Americans with Disabilities Act:** Federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

**Area Agency on Aging (AAA):** A public or private non-profit agency or organization that has been designated by a State under the authority of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) to perform functions within the planning and service area established by the State. Such functions include identifying community and social service needs, addressing the concerns of older Americans at the local level and assuring that social and nutritional supports are made available to older people in communities where they live. For purposes of the solicitation and resulting Subaward, references to the AAA shall mean County of Los Angeles AAA, which has been designated by the State of California Department of Aging to serve Planning and Service Area 19.

**Attachment:** A document(s) that is included with the Statement of Work as an addition/supplement to the Statement of Work and it forms a part of the Statement of Work (e.g., Attachment 1 (Performance Requirements Summary Chart)).

**Authorized Representative:** The individual who has been given written authorization through a resolution, order, or motion from Subrecipient's governing body to act on behalf of Subrecipient and bind Subrecipient to the Subaward.

**Board of Supervisors:** The governing body of the County of Los Angeles, which is comprised of five (5) Board members. Created by the State legislature in 1852, the Board has executive, legislative and quasi-judicial roles. Its members are elected by voters in their respective supervisorial districts and they're eligible to serve on the Board for up to three (3) four-year terms (i.e., Board members can serve for a maximum term of twelve (12) years).

**Budget:** A document that provides a detailed representation of Program costs/expenses and funding/revenues. Costs are identified by line items such as personnel, space, travel, etc. Funding is identified by sources such as the Subaward Sums, match contributions, non-match contributions, etc. Therefore, the total budgeted costs represent the total cost to operate the Program and the total funding represents the anticipated revenues that will be used to pay for those Program costs.

**California Department of Aging (CDA):** The principal agency within the State of California government which is responsible for administering programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. CDA administers funds allocated under the federal Older Americans Act, the Older Californians Act, and through the Medi-Cal program.

**Child:** An individual who is not more than 18 years of age.

**Client:** An individual who meets the eligibility requirements outlined in the Statement of Work, receives Program Services and is counted only once (unduplicated) when determining the total number of Unduplicated Clients.

**Closeout Report:** A written summary of Subrecipient's expenses and accruals incurred through the last day of the Fiscal Year. Subrecipient shall complete and submit this Report in the form and manner as designated by County.

**Community Based Organization:** An organization of demonstrated effectiveness that is representative of a community or significant segments of a community. The organization must provide social or supportive services to individuals in the community.

**Community Focal Point:** An agency within the community which has a proven record of providing comprehensive services to older individuals (i.e., multi-purpose senior center). A list of Community Focal Points is provided as part of the Subaward.

**County:** Unless otherwise specified, it shall mean the County of Los Angeles Workforce Development, Aging and Community Services, which is the County department that has been authorized by the Board of Supervisors to enter into this Subaward on behalf of the County of Los Angeles with Subrecipient.



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

- 1) Information that is stored in any media form, paper or electronic.
- 2) Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 3) Personally Identifiable Information (PII) as defined in California Civil Code Section 1798.29(g)
- 4) Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act of 1996
- 5) Medical Information (MI) as defined in California Civil Code Section 56.05(j)

**County's Business Hours:** The time period during which County's operations are open to conduct business; this time period is designated as 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).

**County's Compliance Manager:** The individual designated by County who is responsible for ensuring that Subrecipient is in compliance with the requirements of the Subaward.

**County's Department Head:** The individual designated by the Board of Supervisors as the Director of Community and Senior Services who is responsible for overseeing this County of Los Angeles department and who has delegated authority to act on behalf of County of Los Angeles for Subaward-related matters.

**County's Contract Manager:** The individual designated by County who is responsible for providing direction to Subrecipient (at Subrecipient's request) in areas relating to County policy, information requirements, and procedural requirements; making revisions which do not materially affect the terms and conditions of the Subaward; and, approving Lower Tier Subawards and Lower Tier Subrecipient's employees working on this Subaward.

**County's Program Manager:** The individual designated by County who is responsible for meeting with Subrecipient's Project Manager on a regular basis and inspecting all tasks, deliverables, goods, Services, and other work provided by Subrecipient.

**Day(s):** Unless otherwise specified, references to a numerical number of days shall mean calendar days which includes the seven (7) days of the week (e.g., Monday through Sunday) as opposed to business days which includes the traditional five-day work week (e.g., Monday-Friday), excluding weekends and holidays.

**Disability:** A condition, or conditions, attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

1. Self-care
2. Receptive and expressive language
3. Learning
4. Mobility
5. Self-direction
6. Capacity for independent living
7. Economic self-sufficiency
8. Cognitive functioning
9. Emotional adjustment

**Elder Abuse:** Elder abuse is a term referring to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult. The specificity of laws varies from state to state, but broadly defined, abuse may be physical, financial/fiduciary, psychological/emotional, sexual, exploitation, neglect, self-neglect, and abandonment.

**Employee:** An individual who is hired and paid by Subrecipient to provide Program Services under the requirements of this Subaward.

**Exhibit:** A document(s) that is included with this Subaward as an addition/supplement to this Subaward and it forms a part of this Subaward (e.g., Exhibit A (Statement of Work) is an exhibit to the Subaward).

**Fiscal Year (FY):** The twelve (12) month period beginning July 1st of the year and ending June 30<sup>th</sup> of the following year.

**Frail:** An older individual determined to be functionally impaired because the individual either:

- Is unable to perform at least two activities of daily living including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; or
- Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

**Functionally Impaired:** A person who meets at least one of the following conditions:

- Impairment in one or more activities of daily living (ADLs);
- Impairment in two or more instrumental activities of daily living (IADLs) or;
- Inability to manage own affairs due to emotional and/or cognitive impairment.

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

**Greatest Social Need:** The need caused by non-economic factors which include (a) physical and mental disabilities; (b) language barriers; and (c) cultural, geographic isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to perform daily tasks or threatens the capacity of the individual to live independently.

**Health:** Activities such as health screening, physical fitness, therapy, and hospice to assist older individuals to improve or maintain physical health and secure necessary medical, preventive health, or health maintenance services. Health screening, therapy, and hospice must be provided by a licensed health professional or by a paraprofessional supervised by a licensed health professional. Does not include services covered by Medicare, Medi-Cal, or other health insurance.

**Indirect Costs:** Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

**Individual with a disability:** An individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

**In-Home Supportive Services:** The In-Home Supportive Services (IHSS) program provides financial assistance to low-income aged, blind, and disabled individuals who are unable to remain safely in their homes without help from caregivers. The program is administered by the Department of Public Social Services (DPSS) and its purpose is to prevent nursing home placement. IHSS achieves this objective by paying or subsidizing the salaries of caregivers that the IHSS recipients choose.

**Instrumental Activities of Daily Living (IADLs):** Activities important for daily life, involving cognitive and physical ability. These include light and heavy housework, shopping, ability to access transportation, meal preparation, using the telephone, managing medications, and managing money.

**Lower Tier Subaward (Subcontract):** The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

**Lower Tier Subrecipient (Subcontractor):** A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

**Mandated Program Services (MPS):** A document that identifies the specific Service Categories and Units of Service that Subrecipient shall provide and the Unit Rate

(where applicable) that County will reimburse Subrecipient upon successful delivery of these Services.

**Management Information System (MIS):** Provides information that organizations need to manage themselves efficiently and effectively.

**Maximum Subaward Sum:** The combined total of all Subaward Sums to be allocated during the term of this Subaward (where such term may include extensions). This money is contingent upon availability of Federal, State, County, and local funding.

**Medi-Cal:** California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

**Medicare:** A federal health insurance program administered by the Centers for Medicare and Medicaid Services (CMS) in the Department of Health and Human Services that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

**Normal Business Hours:** The time period which is designated as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided as an Attachment to the Statement of Work.

**Older Adult Advisory Commission (OAAC):** The Commission serves as an advocate group in the California Commission on Aging on behalf of older individuals, including, but not limited to, advisory participation in the consideration of all legislation and regulations made by state and federal departments and agencies relating to programs and services that affect older individuals.

**Older Americans Act (OAA):** A law enacted by the United States Congress in 1965 in response to concern by policymakers about a lack of community social services for older persons. The original legislation established authority for grants to States for community planning and social services, research and development projects, and personnel training in the field of aging. References to OAA shall mean the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.).

**Older Individual (Older Adult):** A person who is sixty (60) years of age or older.

**Outcome Measures:** Determination and evaluation of the results of Program Services and their comparison with the intended Program goals to determine the effectiveness of these Services.

**Outreach:** Actively providing information to the public/potential Clients on the Services and benefits of the Program. A contact initiated by Subrecipient for the purpose of identifying potential clients, from underserved populations within each Supervisorial District served, in order to generate referrals to the Program.

**Performance Requirements Summary Chart:** An attachment to the Statement of Work, which lists the minimum requirements that Subrecipient shall adhere to, and it reflects some of the performances that will be monitored during the Subaward term. This Chart also lists examples of the types of documents that will be used during monitoring, the standards of performance, the acceptable quality level of performance, and remedies for non-compliance.

**Planning and Service Area (PSA):** The geographic division of the State as authorized by the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) for the purpose of implementing the objectives of the OAA (which includes planning and providing a broad range of supportive services, nutrition services, adult protective services and long-term care services within such planning and service areas). As such, the geographic boundaries of Los Angeles County (excluding the City of Los Angeles) have been designated by the State as Planning and Service Area 19 (PSA 19).

**Poverty:** Persons considered to be in poverty are those whose income is at or below the official poverty guideline (as defined each year by the Office of Management and Budget, and adjusted by the Secretary (DHHS) in accordance with subsection 673 (2) of the Community Services Block Grant Act (Title 42 United States Code Section 9902 (2)).

**Program:** A system of providing Services, which is designed to meet a social need. For purposes of this Subaward, unless otherwise specified, the Program shall refer to Services and operations reflected in Exhibit A (Statement of Work) for which Subrecipient receives funds under the terms of this Subaward and agrees to provide Services in accordance with relevant Federal, State, and County laws, regulations, and guidelines during the term of this Subaward.

**Program Income:** Revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

- Voluntary contributions received from Client or other party for Program Services received.
- Income from usage or rental fees of real or personal property acquired with Subaward Sums.
- Royalties received on patents and copyrights from Subaward-supported activities.
- Proceeds from the sale of items created under the Subaward.

**Program Service(s):** The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in Exhibit A (Statement of Work).

**Project Manager:** The individual designated by Subrecipient who is responsible for Subrecipient's day-to-day activities as related to this Subaward. This individual shall meet with County's Program Manager, County's Contract Manager and County's Compliance Manager to ensure that the objectives of this Subaward are met.

**Quality Control Plan:** A written policy that outlines the actions/methods for monitoring or inspecting the delivery of Services under the Subaward to ensure Subrecipient provides a consistently high level of Service.

**Responsible Other:** A person designating by the Client to act on behalf of the Client.

**Rural:** Pursuant to the Administration for Community Living (ACL) (formerly known as the Administration on Aging (AoA)), rural includes any area that is not defined as urban where urban areas comprise: (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

**Senior Centers:** A vital link in the service delivery network which older persons may avail themselves of, senior centers are functioning as meal sites, screening clinics, recreational centers, social service agency branch offices, mental health counseling clinics, older worker employment agencies, volunteer coordinating centers, and community meeting halls. The significance of senior centers cannot be underestimated for they provide a sense of belonging, offer the opportunity to meet old acquaintances and make new friends, and encourage individuals to pursue activities of personal interest and involvement in the community.

**Service(s):** The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

**Service Category:** The specific type or kind of benefit/assistance to be provided to Client in accordance with the Statement of Work. This benefit/assistance is the basis of reimbursement that County will provide to Subrecipient upon Subrecipient's satisfactory deliverance of it.

**Service Delivery:** Includes those activities associated with the direct provision of a Service which meets the needs of Client.

**Social Services:** Social service program refers to a program administered by the federal, state, or local government using government funding designed to provide social services directed at reducing poverty, improving opportunities for low-income adults or children, self-sufficiency, rehabilitation, or other services directed toward vulnerable citizens.

**Staff:** Unless otherwise specified, it is an individual or a group of individuals who are Subrecipient's Employee(s) and Volunteers who provide Services under the requirements of this Subaward.

**State:** Unless other specified, it shall mean the State of California Department of Aging (CDA).

**Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing Subaward Services.

**Subaward (Contract):** The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other work. Included are all supplemental agreements amending or extending the Services to be performed.

**Subaward Document Deliverable(s):** An Exhibit, Attachment, form, certificate, license, etc. that is provided by Subrecipient as part of the contracting process.

**Subaward Sum(s):** Monies that awarded/allocated on an annual basis and reimbursed to Subrecipient in exchange for Subrecipient's provision of Program Services (i.e., the total amount of grant funds that County will provide to Subrecipient and Subrecipient will use these funds, in addition to Subrecipient's own resources, to pay for the total Program operating costs). These monies are contingent upon availability of Federal, State, County, and local funding.

**Subrecipient (Contractor):** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity that has entered into this Subaward with County to perform and execute the Work and Services covered by this Subaward.

**Unduplicated Client:** An individual who meets the eligibility requirements outlined in the Statement of Work and such individual is counted only once when determining the total number of unduplicated Clients.

**Unit of Measurement:** The standard representation for which a quantity is accounted of how each unit is expressed by the Service(s) provided to the Client.

**Unit Rate:** The amount that is reimbursable by the Program for each Unit of Measurement provided by the Subrecipient.

**Unit of Service:** The representation of the quantity of services provided to a Client.

**Volunteer:** An individual who performs hours of service for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation for services rendered. For purposes of this Subaward, Volunteer's time may qualify to be used to meet the match contributions requirement (where applicable).

**Work:** The specific tasks to be performed (or the Services to be provided) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

## II. PROGRAM SPECIFIC TERMS

### **Accrued Expenditures** *(See Expenditures)*

**Administrative Activities** - The term “administrative activities” means activities that are not related to the direct provision of services to participants.

**Administrative Costs** -The term “administrative costs” means the costs of administration or expenditures incurred that are associated with those specific functions identified in paragraph (b) of this section and which are not related to the direct provision of workforce investment services, including services to participants and employers. These costs can be both personnel and non-personnel and both direct and indirect.

(b) The costs of administration are the costs associated with performing the following functions:

(1) Performing the following overall general administrative functions and coordination of those functions for carrying out the provisions of the SCSEP:

- (i) Accounting, budgeting, financial and cash management functions;
- (ii) Procurement and purchasing functions;
- (iii) Property management functions;
- (iv) Personnel management functions;
- (v) Payroll functions;
- (vi) Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports;
- (vii) Audit functions;
- (viii) General legal services functions;
- (ix) Developing systems and procedures, including information systems, required for these administrative functions; and
- (x) Fiscal agent responsibilities;

(2) Performing oversight and monitoring responsibilities related to administrative functions;

(3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;



- (4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the SCSEP; and
  - (5) Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems.
- (c) (1) Awards to sub-recipients or contractors that are solely for the performance of administrative functions are classified as administrative costs.
- (2) Personnel and related non-personnel costs of staff that perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefitting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
  - (3) Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.
  - (4) Except as provided at paragraph (c)(1) of this section, all costs incurred for functions and activities of sub-recipients and contractors are program costs.
  - (5) Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.
  - (6) Costs of the following information systems including the purchase, systems development, and operational costs (e.g., data entry) are charged to the program category:
    - (i) Tracking or monitoring of participant and performance information;
    - (ii) Employment statistics information, including job listing information, job skills information, and demand occupation information;
    - (iii) Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
    - (iv) Local area performance information; and
    - (v) Information relating to supportive services and unemployment insurance claims for program participants.
- (d) Where possible, entities identified in item (a) must make efforts to streamline the services in paragraphs (b)(1) through (5) of this section to reduce administrative costs

by minimizing duplication and effectively using information technology to improve services.

**Adult** - The term “adult” means an individual who is age 18 or older.

**Adult Education** – The term “adult education” means academic instruction and education services below the post-secondary level that increases an individual’s ability to: read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent; transition to post-secondary education and training; and obtain employment.

**Adult Education and Literacy Activities** - The term “adult education and literacy activities” means programs, activities, and services that include adult education, literacy, workplace adult education and literacy activities, family literacy activities, English language acquisition activities, integrated English literacy and civics education, workforce preparation activities, or integrated education and training.

**Advance Payment** - The term “advance payment” means a payment that a Federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.

**Allocation** - The term “allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

**Alternative school** – The term “alternative school” means a type of school designed to achieve grade-level (K-12) standards and meet student needs (EC Section 58500). *Examples of alternative schools include, but are not limited to, continuation, magnet, and charter schools. If the youth participant is attending an alternative school at the time of enrollment, the participant is considered to be in-school.*

**America’s Job Center of California (AJCC)** (State Directive WSD13-15) – The term “America’s Job Center of California” means a single network that assists job seekers to explore career opportunities, find education and training, search for employment, and provide business services to employers. Under this RFP, this can be a Comprehensive AJCC or AJCC, as defined below:

- a) **Comprehensive AJCC**: Comprehensive AJCC is a physical location where job seekers and employers have access to the WIOA Title I Adult, Dislocated Worker and Youth programs and are provided the Services and activities of these programs. In addition, the Comprehensive AJCC also provides direct linkage to the other programs, Services and activities of all the required Comprehensive AJCC partners and any additional Comprehensive AJCC partner programs.

- b) AJCC: An AJCC is subject to all the requirements of a Comprehensive AJCC but on a smaller scale. AJCCs are responsible for providing access and delivering services to the residents of and businesses in all the cities and unincorporated areas designated workforce sub-regions they operate in.

**Area Career and Technical Education School** - The term “area career and technical education school” means:

- a) A specialized public secondary school used exclusively or principally for the provision of career and technical education to individuals who are available for study in preparation for entering the labor market;
- b) The department of a public secondary school exclusively or principally used for providing career and technical education in not fewer than 5 different occupational fields to individuals who are available for study in preparation for entering the labor market;
- c) A public or nonprofit technical institution or career and technical education school used exclusively or principally for the provision of career and technical education to individuals who have completed or left secondary school and who are available for study in preparation for entering the labor market, if the institution or school admits, as regular students, individuals who have completed secondary school and individuals who have left secondary school; or
- d) The department or division of an institution of higher education, that operates under the policies of the eligible agency and that provides career and technical education in not fewer than 5 different occupational fields leading to immediate employment but not necessarily leading to a baccalaureate degree, if the department or division admits, as regular students, both individuals who have completed secondary school and individuals who have left secondary school.

**At-Risk Population** – The term “at-risk population” means a population whose members may have additional needs before, during, and after an incident in functional areas, including but not limited to: maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those who have disabilities; who live in institutionalized settings and have been recently released from such settings (e.g., probation, ex-offenders, etc.); who are from diverse cultures; who have limited English proficiency or are non-English speakers.

**At risk for Homelessness** - means an individual is likely to become homeless and the individual lacks the resources and support networks needed to obtain housing.

**Attending School** – The term “attending school” means an individual is considered to be attending school if the individual is enrolled in secondary or post-secondary school. ***These include, but are not limited to: traditional K-12 public and private, and alternative (e.g., continuation, magnet, and charter) schools.***

**Audit Finding** - The term “audit finding” means deficiencies which the auditor is required by Sec. 200.516 Audit findings, paragraph (a) to report in the schedule of findings and questioned costs.

**Auditee** - The term “auditee” means any non-Federal entity that expends Federal awards which must be audited.

**Auditor** - The term “auditor” means an auditor who is a public accountant or a Federal, state or local government audit organization, which meets the general standards specified in generally accepted government auditing standards (GAGAS). The term auditor does not include internal auditors of nonprofit organizations.

**Authorized position level** - Means the number of SCSEP enrollment opportunities that can be supported for a 12-month period based on the average national unit cost. The authorized position level is derived by dividing the total amount of funds appropriated for a Program Year by the national average unit cost per participant for that Program Year as determined by the Department. The national average unit cost includes all costs of administration, other participant costs, and participant wage and benefit costs as defined in § 506(g) of the OAA.

## **B**

**Barrier to Employment** - The term “barrier to employment” means the obstacle faced by a member of 1 or more of the following populations:

- a) Displaced homemakers;
- b) Low-income individuals;
- c) Indians, Alaska Natives, and Native Hawaiians;
- d) Individuals with disabilities, including youth who are individuals with disabilities;
- e) Older individuals;
- f) Ex-offenders;
- g) Homeless individuals;
- h) Youth who are in or have aged out of the foster care system;
- i) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers;
- j) Eligible migrant and seasonal farmworkers;
- k) Individuals within 2 years of exhausting lifetime eligibility Block Grants to States for Temporary Assistance for Needy Families in the Social Security Act (42 U.S.C. 601 et seq.);
- l) Single parents (including single pregnant women);
- m) Long-term unemployed individuals;

- n) Such other groups as the Governor involved determines to have barriers to employment;
- o) A low-income youth aged 17 to 24 who requires additional assistance to enter or complete an educational program or to secure or hold employment. Youth who require additional assistance may include, but are not limited to:
  - i. Referred to or are being treated by an agency for substance abuse related problem;
  - ii. Experienced recent traumatic events, are victims of abuse, or reside in an abusive environment as documented by a school official or other qualified professional;
  - iii. Have serious emotional, medical or psychological problems as documented by qualified professional;
  - iv. Is 20 to 24 years old and have never held a job;
  - v. Involved in gang activities;
  - vi. Have repeated at least one secondary grade level, or are one year over age for grade, as documented by a qualified school official;
  - vii. Alienated by sexual orientation;
  - viii. Physically or mentally challenged;
  - ix. Have a core grade point average (GPA) of less than 1.5, as documented by a qualified school official;
  - x. Are emancipated youth;
  - xi. Aged out or foster care;
  - xii. Are court or agency referred, mandating school attendance;
  - xiii. For each year of secondary education, are at least two semester credits behind the rate required to graduate from high school as documented by a qualified school official;
  - xiv. Are previous dropouts, or have been suspended five or more times or have been expelled, as documented by a qualified school official; or
  - xv. Are deemed at risk of dropping out of school by a qualified school official.

**Basic Skills** – The term “basic skills” means basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning and the capacity to use these skills in the workplace.

**Basic Skills Deficient** - The term “basic skills deficient” means: An individual that is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society. Criteria used to determine whether an individual is basic skills deficient includes the following:

- a) Lacks a high school diploma or high school equivalency and is not enrolled in post-secondary education;
- b) Enrolled in a Title II Adult Education/Literacy program;
- c) English, reading, writing, or computing skills at an 8.9 or below grade level;
- d) Determined to be Limited English Skills proficient through staff-documented observations; or
- e) Other objective criteria determined to be appropriate by the Local Area and documented in its required policy.

**Basic Skills Training** – The term “basic skills training” means training that may include literacy, reading, communication, and computational skills, life skills, library and study skills, and family education skills.

**Bidder’s List** – The term “bidder’s list” means the prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the entity must not preclude potential bidders from qualifying during the solicitation period.

**Bilateral Modification** – The term “bilateral modification” means a change to a contract that requires the agreement and signature of both parties involved.

**Breach of Contract** – The term “breach of contract” means the nonperformance of any contractual duty of immediate performance

**Budget** - The term “budget” means the financial plan for the project or program that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award. It may include the Federal and non-Federal share or only the Federal share, as determined by the Federal awarding agency or pass-through entity.

**Business Cycle** – The term “business cycle” means a business process identified as a sequence of four phases:

- Contraction – A slowdown in the pace of economic activity
- Trough – The lower turning point of a business cycle, where a contraction turns into an expansion
- Expansion – A speedup in the pace of economic activity
- Peak – The upper turning of a business cycle.

## C

**Capital Expenditures** - The term “capital expenditures” mean expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

**Capital Assets** - The term “capital assets” means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

**Career and Technical Education** - The term “career and technical education” means organized educational activities that:

- a) Offer a sequence of courses that:
  - i. Provides individuals with coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and careers in current or emerging professions;
  - ii. Provides technical skill proficiency, an industry-recognized credential, a certificate, or an associate degree; and
  - iii. May include prerequisite courses (other than a remedial course) that meet the requirements of this subparagraph; and
- b) Include competency-based applied learning that contributes to the academic knowledge, higher-order reasoning and problem-solving skills, work attitudes, general employability skills, technical skills, and occupation-specific skills, and knowledge of all aspects of an industry, including entrepreneurship, of an individual.

**Career Counseling** – The term “career counseling” means staff provided information, materials, suggestions, and/or advice to a participant to help the individual make occupational or career decisions.

**Career Exploration Activities** – The term “career exploration activities” means activities such as site visits, guest speakers, job shadowing; includes learning about education and/or training entry requirements and earning potential and/or benefits.

**Career Pathway** - The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that:

- a) Aligns with the skill needs of industries in the economy of the state or regional economy involved;
- b) Prepares an individual to be successful in any of a full range of secondary or postsecondary education options;
- c) Includes counseling to support an individual in achieving the individual's education and career goals;
- d) Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- e) Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- f) Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
- g) Helps an individual enter or advance within a specific occupation or occupational cluster.

**Career Planning** - The term "career planning" means the provision of a Participant-centered approach in the delivery of services, designed:

- a) To prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
- b) To provide job, education, and career counseling, as appropriate during program participation and after job placement.

**Case Management** – The term "case management" means the provision of a Participant-centered approach in the delivery of services, designed:

- a) To prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
- b) To provide job and career counseling during program participation and after job placement.

**Claim** - The term "claim" means, depending on the context, either:

- (A) A written demand or written assertion by one of the parties to a Federal award seeking as a matter of right:



- (1) The payment of money in a sum certain;
- (2) The adjustment or interpretation of the terms and conditions of the Federal award; or
- (3) Other relief arising under or relating to a Federal award.

(A) A request for payment that is not in dispute when submitted.

**Classroom Training Hours** – The term “classroom training hours” means the number of hours spent in classroom training by SCSEP participants.

**Closeout** - The term “closeout” means the process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed.

**Co-enrollment** - Applies to any individual who meets the qualifications for SCSEP participation and is also enrolled as a participant in WIOA or another employment and training program, as provided in the Individual Employment Plan (IEP).

**Coaching** - The term “coaching” means a learning and development process that enables a job seeker, with the support of staff, in making real, lasting positive change in thought process and desire thereby achieving full potential to find, secure and keep a good job.

**Community Based Organization (CBO)** - The term “community-based organization” means a private nonprofit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community.

**Community Service Assignment** - means part-time, temporary employment paid with grant funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment. (OAA § 518(a)(2)).

**Community Service Employment Training (Work Experience)** – For SCSEP program, the term “community-service employment training (work experience)” means part-time, temporary employment paid with contract funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment. Includes, but is not limited to, social, health, welfare, and educational services; legal assistance, and other counseling services, including tax counseling and financial assistance counseling; and intergenerational projects. It excludes work which benefits private, profit-making organizations.

**Community Service Training Hours** – The term “community service training hours” means the number of hours of community service provided to SCSEP participants.

**Competitive Proposals** - The term “competitive proposals” means the procurement method whereby procurement is conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

**Complaint** - The term “complaint” means an allegation of a violation of the nondiscrimination and equal opportunity provisions.

*(State Directive WSD12-18)*- means criminal complaint and noncriminal complaints accepted by the DOL as incidents, such as gross waste of funds, mismanagement and dangers to the public health and safety.

**Computer Literacy** - The term “computer literacy” means the knowledge and ability of the job seeker to use computer programs and related technology efficiently, with a range of skills covering levels from elementary use to programming and advanced problem-solving.

**Contract (“Subaward”)**: The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

**Contractor (“Subrecipient”)**: The sole proprietor, partnership, corporation, non-profit organization or public/government entity that has entered into this Subaward with County to perform and execute the Work and Services covered by Exhibit A (Statement of Work).

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

**Cooperative Agreement** - The term “cooperative agreement” means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Cooperative Audit Resolution** - The term “cooperative audit resolution” means the use of audit follow-up techniques which promote prompt corrective action by improving communication, fostering collaboration, promoting trust, and developing an understanding between the Federal agency and the non-Federal entity. This approach is based upon:

(a) A strong commitment by Federal agency and non-Federal entity leadership to program integrity;

(b) Federal agencies strengthening partnerships and working cooperatively with non-Federal entities and their auditors; and non-Federal entities and their auditors working cooperatively with Federal agencies;

(c) A focus on current conditions and corrective action going forward;

(d) Federal agencies offering appropriate relief for past noncompliance when audits show prompt corrective action has occurred; and

(e) Federal agency leadership sending a clear message that continued failure to correct conditions identified by audits which are likely to cause improper payments, fraud, waste, or abuse is unacceptable and will result in sanctions.

**Core Measures** - means hours (in the aggregate) of community service employment; the percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project; the percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project; the median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project; indicators of effectiveness in serving employers, host agencies, and project participants; the number of eligible individuals served; and most-in-need (the number of individuals described in sec. 518(a)(3)(B)(ii) or (b)(2) of the OAA). (OAA sec. 513(b)(1).)

**Corrective Action** – The term “corrective action” means action taken by the auditee that:

(a) Corrects identified deficiencies;

(b) Produces recommended improvements; or

(c) Demonstrates that audit findings are either invalid or do not warrant auditee action.

**Cost Allocation Plan (CAP)** - The term “cost allocation plan” means central service cost allocation plan or public assistance cost allocation plan.

**Cost Sharing Or Matching** - The term “cost sharing or matching” means the portion of project costs not paid by Federal funds (unless otherwise authorized by Federal statute).

**Costs Recommended for Disallowance** – The term “costs recommended for disallowance” means costs identified by auditors that are supported by accounting records but are a violation of law, regulation or contract, or are determined unreasonable by the auditor.

**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

**Cross-Cultural Clinical Practice Skills** – The term “cross-cultural clinical practice skills” means the skills utilized by practitioners to ensure services provided are

respectful and responsive to a Participant's cultural and linguistic needs. Skills include: recognizing cultural differences in consumer interactions; using specific communication skills to improve services to consumers; and identifying one's own biases in order to ensure services are not hindered by a Participant's ethnicity, culture, race, religion, age, gender, gender-identity, or sexual orientation.

**Cross-Cutting Audit Finding** - The term "cross-cutting audit finding" means an audit finding where the same underlying condition or issue affects Federal awards of more than one Federal awarding agency or pass-through entity.

**Cultural Competency** - The term "cultural competency" means a set of congruent behaviors, attitudes, knowledge-based skills and policies that come together in a system, agency or among professionals that enables effective provision of services to Participants from a particular ethnic, racial or other social group (including those defined by religion, age, gender, gender-identity or sexual orientation.) "Culture" refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values and institutions of racial, ethnic, religious or other social groups. "Competence" implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors and needs presented by consumers and their communities.

**Customized Training** - The term "customized training" means training:

- a) That is designed to meet the specific requirements of an employer (including a group of employers);
- b) That is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and
- c) For which the employer pays:
  - 1. A significant portion of the cost of training, as determined by the local board involved, taking into account the size of the employer and such other factors as the local board determines to be appropriate, which may include the number of employees participating in training, wage and benefit levels of those employees (at present and anticipated upon completion of the training), relation of the training to the competitiveness of a participant, and other employer-provided training and advancement opportunities; and
  - 2. In the case of customized training, involving an employer located in multiple local areas in the state, a significant portion of the cost of the training, as determined by the governor of the state, taking into account the size of the employer and such other factors as the governor determines to be appropriate.

## D

**Data Universal Numbering System (DUNS) Number** - The term “data universal numbering system number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. A non-Federal entity is required to have a DUNS number in order to apply for, receive, and report on a Federal award. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

**Diagnostic Testing** – The term “diagnostic testing” means in-depth evaluation with a relatively narrow scope of analysis, aimed at identification of a specific condition or problem.

**Diploma** – The term “diploma” means any credential that the state education agency accepts as equivalent to a high school diploma. The term diploma also includes post-secondary degrees including Associate (AA ad AS) and Bachelor Degrees (BA and BS).

**Disability** - means a disability attributable to a mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitations in one or more of the following areas of major life activity:

- (1) Self-care;
- (2) Receptive and expressive language;
- (3) Learning;
- (4) Mobility;
- (5) Self-direction;
- (6) Capacity for independent living;
- (7) Economic self-sufficiency;
- (8) Cognitive functioning; and
- (9) Emotional adjustment. ([42 U.S.C. 3002\(13\)](#)).

**Disallowed Costs** – The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Dislocated Worker** - The term “dislocated worker” means an individual who:

- a) Category 1 - Terminated or laid off, or has received a notice of termination or layoff, from employment; AND eligible for or has exhausted entitlement to

unemployment compensation; AND is unlikely to return to a previous industry or occupation; or

- b) Category 2 – Terminated or laid off, or has received a notice of termination or layoff, from employment; AND is not eligible for unemployment compensation due to insufficient earnings or having performed Services for an employer that were not covered under a State unemployment compensation law; AND is unlikely to return to a previous industry or occupation; or
- c) Category 3 - Terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; or
- d) Category 4 - Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or for purposes of eligibility to receive non-staff assisted Basic Career Services only, is employed at a facility at which the employer has made a general announcement that such facility will close; or
- e) Category 5 - Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- f) Category 6 - Is a displaced homemaker; or
- g) Category 7 - Is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), AND who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
- h) Category 8 - Is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed AND is experiencing difficulty in obtaining or upgrading employment.

**Dislocation Event** – The term “dislocation event” means an event that results in workers facing loss of employment through a permanent closure or mass layoff, or a natural or other disaster.

**Displaced homemaker** - The term “displaced homemaker” means an individual who has been providing unpaid services to family members in the home and who:

- a) Has been dependent on the income of another family member but is no longer supported by that income; or
- b) Is the dependent spouse of a member of the Army, Navy, Air Force, Marine Corps, and Coast Guard on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty pursuant to a provision of law, a permanent change of station, or the service-connected death or disability of the member; and
- c) Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

**Drawdown** - The term “drawdown” means any process whereby states and other direct recipients request and receive Federal funds. Drawdown also means any process where sub-recipients request and receive Federal funds from the primary recipient.

## E

**Economic Development Activities** – The term “economic development activities” means policies, and programs of a state, region, or municipality used to create conditions that enable long-term economic growth. These activities often include investments in the generation of new ideas, knowledge transfer, and infrastructure and rely on cooperation between the public and private sectors.

**Economic Development Agency** - The term “economic development agency” includes a local planning or zoning commission or board, a community development agency, or another local agency or institution responsible for regulating, promoting, or assisting in local economic development.

**Eligibility Requirement** – Under the SCSEP Program, an eligible participant:

- Must be age 55 years or older;
- Income must not exceed 125 percent of the federal poverty level;
- Live in the service area of the sub-grantee;
- Be unemployed at the time of enrollment; and
- Have poor employment prospects

Prospective enrollees with multiple barriers to employment will receive priority.

**Employee Benefits** – Under the SCSEP program, the term “employee benefits” means benefits offered to participants and includes worker’s compensation, FICA, and a physical exam. Case management and medical coverage are not considered employee benefits.

**Employment Generating Activities** – The term “employment generating activities” means activities that stimulate job creation. These employer outreach and job development activities may include:

- a) Contacts with potential employers for the purpose of placement of WIOA participants;
- b) Participation in business associations (such as chambers of commerce); joint labor management committees, labor associations, and resource centers;
- c) WIOA staff participation on economic development boards and commissions, and work with economic development agencies.
- d) Active participation in local business resource centers (incubators) to provide technical assistance to small and new businesses to reduce the rate of business failure;
- e) Subscriptions to relevant publications;
- f) The conduct of labor market surveys;
- g) The development of on-the-job training opportunities;

**Employment Training Panel (ETP)** – The term “Employment Training Panel” means an entity that provides incumbent worker training funding to employers to assist in



upgrading the skills of their workers through training that leads to good paying, long-term jobs. The ETP is a funding agency, not a training agency. Businesses determine their own training needs and how to provide training. ETP staff is available to assist in applying for funds and other aspects of participation.

**English Language Learner** - The term “English language learner” when used with respect to an eligible individual, means an eligible individual who has limited ability in reading, writing, speaking, or comprehending the English language, and

- a) Whose native language is a language other than English; or
- b) Lives in a family or community environment where a language other than English is the dominant language.

**Enrollment** – The term “enrollment” means the process whereby an eligible Participant is admitted into the program and begins to receive SCSEP services.

**Equitable Distribution Report** - means a report based on the latest available Census or other reliable data, which lists the optimum number of participant positions in each designated area in the State, and the number of authorized participant positions each grantee serves in that area, taking into account the needs of underserved counties and incorporated cities as necessary. This report provides a basis for improving the distribution of SCSEP positions.

**Excess Property** – The term “excess property” means property under the control of the DOL that, as determined by the Secretary of Labor, is no longer required for its needs or the discharge of its responsibilities.

**Exempt Property.** - The term “exempt property” means tangible personal property acquired in whole or in part with Federal funds, where the DOL has statutory authority to vest title in the recipient without further obligation to the Federal government.

**Expenditures** – The term “expenditures” means charges made by a non-Federal entity to a project or program for which a Federal award was received.

(a) The charges may be reported on a cash or accrual basis, as long as the methodology is disclosed and is consistently applied.

(b) For reports prepared on a cash basis, expenditures are the sum of:

- (1) Cash disbursements for direct charges for property and services;
- (2) The amount of indirect expense charged;
- (3) The value of third-party in-kind contributions applied; and
- (4) The amount of cash advance payments and payments made to sub-recipients.

(c) For reports prepared on an accrual basis, expenditures are the sum of:

- (1) Cash disbursements for direct charges for property and services;
- (2) The amount of indirect expense incurred;
- (3) The value of third-party in-kind contributions applied; and
- (4) The net increase or decrease in the amounts owed by the non-Federal entity for:
  - (i) Goods and other property received;
  - (ii) Services performed by employees, contractors, sub-recipients, and other payees; and
  - (iii) Programs for which no current services or performance are required such as annuities, insurance claims, or other benefit payments.

## **F**

**Federal Award** - The term “federal award” has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Federal Award Date** – The term “federal award date” means the date when the Federal award is signed by the authorized official of the Federal awarding agency.

**Federal Awarding Agency** – The term “federal awarding agency” means the Federal agency that provides a Federal award directly to a non-Federal entity.

**Federal Interest** – The term “federal interest” means, reporting on real property or when used in connection with the acquisition or improvement of real property, equipment, or supplies under a Federal award, the dollar amount that is the product of the:

- (a) Federal share of total project costs; and
- (b) Current fair market value of the property, improvements, or both, to the extent the costs of acquiring or improving the property were included as project costs.

**Federal Program** - The term “federal program” means:

- (a) All Federal awards which are assigned a single number in the CFDA.
- (b) When no CFDA number is assigned, all Federal awards to non-Federal entities from the same agency made for the same purpose should be combined and considered one program.
- (c) Notwithstanding paragraphs (a) and (b) of this definition, a cluster of programs. The types of clusters of programs are:
  - (1) Research and development (R&D);
  - (2) Student financial aid (SFA); and
  - (3) “Other clusters,” as described in the definition of Cluster of Programs.

**Federal Share** - The term “federal share” means the portion of the total project costs that are paid by Federal funds.

**Final Cost Objective** - The term “final cost objective” means a cost objective which has allocated to it both direct and indirect costs and, in the non-Federal entity's accumulation system, is one of the final accumulation points, such as a particular award, internal project, or other direct activity of a non-Federal entity.

**Final Determination** – The term “final determination” means the awarding agency's final decision to disallow the cost and the status of nonmonetary (administrative) findings.

**Financial Literacy Education** – The term “financial literacy education” means training including, but not limited to, budgeting and managing credit, student loans, consumer debt, and identity theft security with those specified academic areas. Financial literacy education is an essential component of preparing individuals to manage money, credit, and debt, and of becoming responsible workers, heads of households, investors, entrepreneurs, business leaders, and citizens.

**Follow-up** – The term “follow-up” means post-program documentation for Participants placed into unsubsidized employment to determine whether they are still employed and

to make certain that Participants receive any follow-up services they may need to ensure employment retention.

**Follow-up Services** – The term “follow-up services” means post-program services that must be offered, as appropriate, for SCSEP Participants who are placed in unsubsidized employment for up to 12 months after the first day of employment. Such services include, but are not limited to, referrals to community resources and medical services, tutoring, and Supportive Services to help in retaining employment.

**Frail** - means an individual 55 years of age or older who is determined to be functionally impaired because the individual:

(1) (i) Is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or

(ii) At the option of the State, is unable to perform at least three such activities without such assistance; or

(2) Due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual. ([42 U.S.C. 3002\(22\)](#)).

## G

**Generally Accepted Government Auditing Standards (GAGAS)** - The term “generally accepted government auditing standards” means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

**Gender-Responsive** – The term “gender responsive” means the creation of an environment through site selection, staff selection, program development, content, and material that reflects an understanding of the realities of women’s lives and provides a strength-based approach to addressing the poverty, race, class, gender inequality and other cultural factors that affect women’s lives and experiences.

**Grant Agreement** – The term “grant agreement” means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use;

(b) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity

and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) Does not include an agreement that provides only:

- (1) Direct United States Government cash assistance to an individual;
- (2) A subsidy;
- (3) A loan;
- (4) A loan guarantee; or
- (5) Insurance.

**Grantee** – The term “grantee” means the direct recipient of grant funds from the Department of Labor under a grant or grant agreement. A grantee may also be referred to as a subrecipient.

**Greatest Economic Need** - means the need resulting from an income level at or below the poverty guidelines established by the Department of Health and Human Services and approved by the Office of Management and Budget (OMB). ([42 U.S.C. 3002\(23\)](#)).

**Greatest Social Need** - means the need caused by non-economic factors, which include: Physical and mental disabilities; language barriers; and cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, which restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently. ([42 U.S.C. 3002\(24\)](#)).

## H

**High Growth Sectors** – The term “high growth sector” means an expanding sector of an industry, or one growing faster than the overall economy, or performing better, or expected to perform better, than other sectors within the industry, the wider market, or other economies.

**Homeless** – The term “homeless” means an individual who lacks a fixed, regular, and adequate residence. Examples of individuals who would fall under this definition are listed below:

- a) Individuals sharing housing due to loss of housing, economic hardship or a similar reason;
- b) Individuals living in motels, hotels, trailer parks, or camp grounds due to lack of alternative accommodations;

- c) Individuals living in emergency or transitional shelters;
- d) Individuals abandoned in hospitals;
- e) Individuals awaiting foster care placement;
- f) Individuals whose primary nighttime residence is not ordinarily used as a regular sleeping accommodation (e.g. park benches, etc.);
- g) Individuals living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations; or
- h) Migratory Individuals living in any of the above situations.

**Host Agency** - means a public agency or a private nonprofit organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code of 1986 which provides a training work site and supervision for one or more participants. Political parties cannot be host agencies. A host agency may be a religious organization as long as the projects in which participants are being trained do not involve the construction, operation, or maintenance of any facility used or to be used as a place for sectarian religious instruction or worship. (OAA § 502(b)(1)(D)).

## I

**Improper Payment** – The term “improper payment” means —

(a) Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and

(b) Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**In-Demand Industry Sector or Occupation** - the term “in-demand industry sector or occupation” means:

- a) An industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the state, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or
- b) An occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for

advancement) in an industry sector so as to have a significant impact on the state, regional, or local economy, as appropriate.

The determination of whether an industry sector or occupation is in-demand, shall be made by the state board or local board, as appropriate, using state and regional business and labor market projections, including the use of labor market information.

**Indian Tribe (Or Federally Recognized Indian Tribe)** - Means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians (25 U.S.C. 450b(e)). See annually published Bureau of Indian Affairs list of Indian Entities Recognized and Eligible to Receive Services.

**Indirect (Facilities & Administrative (F&A)) Costs** (*Uniform Guidance, 2 CFR 200.5645*) – The term “indirect costs” mean those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

**Indirect Cost Rate Proposal** – The term “indirect cost rate proposal” means the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

**Individual Employment Plan/Individual Service Strategy (IEP/ISS)** - The term “individual employment plan (IEP)” means a plan for a participant that includes an employment goal, achievement of objectives, and appropriate sequence of services for the participant based on an assessment conducted by the contractor or sub-contractor and jointly agreed upon by the participant.

**Individual Trauma** – The term “individual trauma” means the results from an event, series of events, or set of circumstances that is experienced by an individual as physically or emotionally harmful or life threatening and that has lasting adverse effects on the individual’s functioning and mental, physical, social, emotional, or spiritual well-being.

**Industry Business Council** – The term “industry business council” means a group of business-minded individuals interested in expanding the influence of business by working together on common issues.

**Industry or Sector Partnership** - the term “industry or sector partnership” means a workforce collaborative, convened by or acting in partnership with a state board or local board, that:

- a) Organizes key stakeholders in an industry cluster into a working group that focuses on the shared goals and human resources needs of the industry cluster and that includes, at the appropriate stage of development of the partnership:
  - i. Representatives of multiple businesses or other employers in the industry cluster, including small and medium-sized employers when practicable;
  - ii. 1 or more representative(s) of a recognized state labor organization or central labor council, or another labor representative, as appropriate; and
  - iii. 1 or more representative(s) of an institution of higher education with, or another provider of, education or training programs that support the industry cluster; and
- b) May include representatives of:
  - i. State or local government;
  - ii. State or local economic development agencies;
  - iii. State boards or local boards, as appropriate;
  - iv. A state workforce agency or other entity providing employment services;
  - v. Other state or local agencies;
  - vi. Business or trade associations;
  - vii. Economic development organizations;
  - viii. Nonprofit organizations, community-based organizations, or intermediaries;
  - ix. Philanthropic organizations;
  - x. Industry associations; and
  - xi. Other organizations, as determined to be necessary by the members comprising the industry or sector partnership.

**Initial assessment** – The term “initial assessment” means a service utilized by SCSEP staff to determine skill levels of Participants, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.



**Information Technology Systems** – The term “information technology systems” means computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.

**Initial Determination** - A preliminary decision on whether to allow or disallow questioned costs and resolve nonmonetary findings.

**Institution of higher education** - the term “institution of higher education” means an educational institution in any State that:

- a) Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;
- b) Is legally authorized within such State to provide a program of education beyond secondary education;
- c) Provides an educational program for which the institution awards a bachelor’s degree or provides not less than a 2- year program that is acceptable for full credit toward such a degree, or awards a degree that is acceptable for admission to a graduate or professional degree program, subject to review and approval by the Secretary;
- d) Is a public or other nonprofit institution; and
- e) Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted pre-accreditation status by such an agency or association that has been recognized by the Secretary for the granting of pre-accreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.

**Intake** – The term “intake” means the process of collecting basic eligibility and demographic information (e.g., name, address, phone number, SSN) to enable an individual to participate in a Program.

**Intangible Property** - Means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

**Integrated education and training** - The term “integrated education and training” means a service approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster for the purpose of educational and career advancement.

**Intermediate Cost Objective** – The term “intermediate cost objective” means a cost objective that is used to accumulate indirect costs or service center costs that are subsequently allocated to one or more indirect cost pools or final cost objectives.

**Internal Controls** – The term “internal controls” means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- (a) Effectiveness and efficiency of operations;
- (b) Reliability of reporting for internal and external use; and
- (c) Compliance with applicable laws and regulations.

**Internal Control Over Compliance Requirements For Federal Awards** – The term “internal control over compliance requirements for federal awards” means a process implemented by a non-Federal entity designed to provide reasonable assurance regarding the achievement of the following objectives for Federal awards:

- (a) Transactions are properly recorded and accounted for, in order to:
  - (1) Permit the preparation of reliable financial statements and Federal reports;
  - (2) Maintain accountability over assets; and
  - (3) Demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;
- (b) Transactions are executed in compliance with:
  - (1) Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal program; and
  - (2) Any other Federal statutes and regulations that are identified in the Compliance Supplement; and
- (c) Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

**Interview Techniques** – The term “interview techniques” means expert advice to job seeker on how to respond to various questions designed to gather information on the suitability of a candidate to fill a job opening and what to do after the interview is over.

**Invitation for Bid (IFB)** – The “invitation for bid” means all documents, whether attached or incorporated by reference, used in soliciting bids.

## J

**Job Matching** – The term “job matching” specifies how job seeker’s attribute values such as skills; education, experience, work habits etc. are matched to specific job/position requirements.

**Job Identification** – The term “job identification” means the process of collecting the specific description of a position, along with skills required to perform the individual tasks of the position into a document. This process is used at the outset of the recruiting process to define when a new position is needed and to outline what the position entails.

**Job Ready** – Under the SCSEP, the term “job ready” refers to individuals who do not require further education or training to perform work that is available in their labor market.

**Job Readiness Training** - The term “job readiness training” means a measurable increase in work readiness skills such as soft skills, including world-of-work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications and follow-up letters).

**Job Retention** – The term “job retention” means the ability to keep a job for an extended period of time which shows that a worker has the skills to fit into the workplace and succeed in a job.

**Job Search Assistance** – The term “job search assistance” means a training, which provides the customer with the instruction and necessary skill to obtain full time employment. These skills may include resume writing, interviewing skills, telephone techniques, and job acquisition skills.

**Job Shadowing** – The term “job shadowing” means an unpaid short-term activity offered by an employer who agrees to engage a student to follow or “shadow” them throughout their work day, providing insight on the duties and skills of the position, and information on career tracks.

**Jobs for Veterans Act** means [Public Law 107-288](#) (2002). Section 2(a) of the Jobs for Veterans Act, codified at [38 U.S.C. 4215\(a\)](#), provides a priority of service for Department of Labor employment and training programs for veterans, and certain spouses of veterans, who otherwise meet the eligibility requirements for participation. Priority is extended to veterans. Priority is also extended to the spouse of a veteran who died of a service-connected disability; the spouse of a member of the Armed Forces on active duty who has been listed for a total of more than 90 days as missing in action, captured in the line of duty by a hostile force, or forcibly detained by a foreign government or power; the spouse of any veteran who has a total disability resulting from a service-connected disability; and the spouse of any veteran who died while a disability so evaluated was in existence. (See [§ 641.520\(b\)](#)).

**Job Ready** - refers to individuals who do not require further education or training to perform work that is available in their labor market.

## L

**Labor Federation** - Means an alliance of two or more organized labor unions for the purpose of mutual support and action.

**Labor Market Area** - The term “labor market area” means an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.

**Labor Market Information (LMI)** – The term “labor market information (LMI)” means the four major areas of information, which include national job trends (including supply and demand), local job opportunities, education and skill requirements for jobs, and job seeking skills (writing resumes, job interview techniques, etc.).

**Labor Organization** – The term “labor organization” means an organized association of workers, often in a trade or profession, formed to protect and further their rights and interests.

**Launchpad** – Customer Relationship Management (CRM) system used by WDACS to track business engagement activities.

**Limited English Proficiency (LEP)** – The term “limited English proficiency (LEP)” refers to an individual with limited ability to read, write, speak or understand the English language.

**Literacy** - The term “literacy” means an individual’s ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function on the job, in the family of the individual, and in society.

**Local Government** (*Uniform Guidance, 2 CFR 200.64*) – The term “local government” means any unit of government within a state, including a:

- (a) County;
- (b) Borough;
- (c) Municipality;
- (d) City;
- (e) Town;
- (f) Township;
- (g) Parish;

(h) Local public authority, including any public housing agency under the United States Housing Act of 1937;

(i) Special district;

(j) School district;

(k) Intrastate district;

(l) Council of governments, whether or not incorporated as a nonprofit corporation under state law; and

(m) Any other agency or instrumentality of a multi-, regional, or intra-state or local government.

**Low Employment Prospects** – Under the SCSEP, the term “low employment prospects” means the likelihood that an individual will not obtain employment without the assistance of the SCSEP or another workforce development program. Persons with low employment prospects have a significant barrier to employment may include but are not limited to : Lacking a substantial employment history, basic skills, and/or English language proficiency; lacking a high school diploma or the equivalent; having a disability; being homeless; or residing in socially and economically isolated rural or urban areas where employment opportunities are limited.

**Low Literacy Skills** - means the individual computes or solves problems, reads, writes, or speaks at or below the 8th grade level or is unable to compute or solve problems, read, write, or speak at a level necessary to function on the job, in the individual's family, or in society.

**Lower Tier Subaward** - The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

**Lower Tier Subrecipient** - A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

## **M**

**Modified Total Direct Cost (MTDC)** – The term “modified total direct cost” means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and sub-awards and subcontracts up to the first \$25,000 of each sub-award or subcontract (regardless of the period of performance of the sub-awards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub-award and subcontract in excess

of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Management Decision** – The term “management decision” means the evaluation by the Federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision to the auditee as to what corrective action is necessary.

**Management Report** – Under the SCSEP, the term “management report” means data to be used in conjunction with the Quarterly Progress Report (QPR), to review and evaluate the quality of the information in your database, understand the characteristics of participants, manage the SCSEP Program, and improve the quality of services.

**Mass Layoff** – The term “mass layoff” means an employment loss at the employment site during any 30-day period for 500 or more employees, or for 50-499 employees if they make up at least 33% of the employer's active workforce.

**Modified Positions** – Under the SCSEP program, the term “modified positions” means the number of authorized positions is modified to account for higher state minimum wages in the SCSEP program.

**MOU** – The term “MOU” means Memorandum of Understanding.

**Most-in-Need** – Under the SCSEP Program, the term “most-in need” means service to participants who meet any of the following characteristics: have a severe disability; are frail; are aged seventy-five (75) or older; meet the eligibility requirements related to age for, but do not receive, the benefits under Title II of the Social Security Act; live in an area with persistent unemployment and are individuals with severely limited employment prospects; have LEP; have low literacy skills; have a disability; reside in a rural area; are veterans; have low employment prospects; or are homeless or at risk of homelessness

## N

**National Grantee** - means a public or non-profit private agency or organization, or Tribal organization, that receives a grant under title V of the OAA ([42 U.S.C. 3056](#) et seq.) to administer a SCSEP project. (See OAA § 506(g)(5)).

**Negotiated Procurement (a/k/a Competitive Proposal Procurements)** – The term “negotiated procurement” means a process similar to the competitive sealed bidding procurements except that offerors and the awarding agency discuss or negotiate aspects of the proposal, such as price. Negotiations are held with all offerors in the competitive range based upon the evaluation factors set out in the RFP.

**Non-Federal Entity** – The term “non-federal entity” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or sub-recipient.

**Nonprofit Organization** – The term “nonprofit organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Nontraditional Employment** - The term “nontraditional employment” refers to occupations or fields of work, for which individuals from the gender involved comprise less than 25 percent of the individuals employed in each such occupation or field of work.

## O

**OAA** - means the Older Americans Act, [42 U.S.C. 3001](#) *et seq.*, as amended.

**Objective Assessment** - The term “objective assessment” means an assessment of the academic levels, skill levels, and service needs of each Participant, which includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of Participants, for the purpose of identifying appropriate services and career pathways for Participants.

**Obligations** - The term “obligations” means when used in connection with a non-Federal entity's utilization of funds under a Federal award, obligations means orders placed for property and services, contracts and sub-awards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Occupational Cluster** - The term “occupational cluster” means groupings of careers that are similar based on required skills, knowledge, duties, and education and working environments.

**Occupational Skills Training** – The term “occupational skills training” means imparting to the job seeker the actual tasks and technical skills required by certain occupational fields at entry, intermediate or advanced levels, as well as the use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

**Offender** - The term “offender” means an adult or juvenile who:

- a) Is or has been subject to any stage of the criminal justice process, and for whom services under this act may be beneficial; or

- b) Requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

**Offeror** – The term “offeror” means a person that submits a proposal in response to a Request for Proposal.

**Office of Management and Budget (OMB)** - means the Executive Office of the President, Office of Management and Budget.

**On-the-Job Training (OJT)** – The term “on-the-job training (OJT)” means training by an employer that is provided to a Participant while engaged in productive work that:

- a) Provides knowledge or skills essential to the full and adequate performance of the job;
- b) Provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- c) Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant and the service strategy of the participant, as appropriate.

**One-Stop Center** – The term “one-stop center” means a site which operates within the One-Stop System (See One-Stop System) to carry one AJCC services.

**One-Stop Operator** – The term “one-stop operator” means 1 or more entities designated or certified to provide services through a One-Stop Center.

**One-Stop System** – The term “one-stop system”, also known as America’s Job Center of California (AJCC) System in Los Angeles County, includes Comprehensive AJCCs and AJCCs. This system improves job and career options for our nation’s workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work.

**One-Stop Partner** –The term “one-stop partner” means —

(A) an entity described in section 121(b)(1); and

(B) an entity described in section 121(b)(2) that is participating, with the approval of the local board and chief elected official, in the operation of a one-stop delivery system.

**One-Stop Partner Program** (*WIOA, Section 3(43)*) – The term “one-stop partner program” means a program or activities described in section 121(b) of a one-stop partner.



**Other Participant (Enrollee) Costs** - means the costs of participant training, including the payment of reasonable costs to instructors, classroom rental, training supplies, materials, equipment, and tuition, and which may be provided before or during a community service assignment, in a classroom setting, or under other appropriate arrangements; job placement assistance, including job development and job search assistance; participant supportive services to enable a participant to successfully participate in a project, including the payment of reasonable costs of transportation, health care and medical services, special job-related or personal counseling, incidentals (such as work shoes, badges, uniforms, eyeglasses, and tools), child and adult care, temporary shelter, and follow-up services; and outreach, recruitment and selection, intake orientation, and assessments. (OAA § 502(c)(6)(A)(ii)-(v)).

**Oversight Agency For Audit** – The term “oversight agency for audit” means the Federal awarding agency that provides the predominant amount of funding directly to a non-Federal entity not assigned a cognizant agency for audit. When there is no direct funding, the Federal awarding agency which is the predominant source of pass-through funding must assume the oversight responsibilities.

## P

**Pacific Island and Asian Americans** means Americans having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. (OAA sec. 518(a)(6).)

**Participant** – The term “participant” means an individual who has been determined to be eligible to participate in and who is receiving SCSEP services.

**Participant Support Costs** - Means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.

**Participant Wages and Fringe Benefits** – In the SCSEP program, the term “participant wages and fringe benefits” means wages paid to participants for hours worked in community service assignments including hours of orientation and training related to a community service assignment. Wages must be at the minimum wage rate (at either State or federal minimum wage, whichever is higher). The current State of California minimum wage is ten (10) dollars per hour. Participants must receive all fringe benefits required by law, including physical examinations, and worker’s compensation.

**Pass-Through Entity** – The term “pass-through entity” means a non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a Federal program.

**Performance Goal** – The term “performance goal” means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate.

**Performance Measures** – The term “performance measures” means measures designed to quantify the effectiveness and continuous improvement of the program.

**Period Of Performance** - Means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award.

**Persistent Unemployment** - means that the annual average unemployment rate for a county or city is more than 20 percent higher than the national average for two out of the last three years.

**Personal Property** – The term “personal property” means property other than real property. It may be tangible, having physical existence, or intangible.

**Placement** – The term “placement” means the act of a Participant obtaining unsubsidized employment as a result of participating in the program.

**Postsecondary Education** – The term “postsecondary education” means a program at an accredited degree-granting institution that leads to an academic degree (e.g., A.A., A.S., B.A., B.S.). Programs offered by degree-granting institutions that do not lead to an academic degree (e.g., certificate programs) do not count as a placement in post-secondary education, but may count as a placement in “advanced training/occupational skills training.

**Prior Approval** – The term “prior approval” means securing the awarding agency’s permission in advance to incur cost for those items that are designated as requiring prior approval by the circular. Generally, this permission will be in writing. Where an item of cost requiring prior approval is specified in the budget of an award, approval of the budget constitutes approval of that cost.

**Priority of Services** – The term ““priority of services” means priority to be provided to Participants sixty-five (65) years of age or older; Participants who are Veterans or Spouses of Veterans; Participants with disabilities; Participants with limited English proficiency; Participants with low literacy skills; Participants that reside in a rural area; Participants that have low employment prospects; Participants that have failed to find employment after utilizing services through an America’s Job Center of California; or are homeless or at risk for homelessness.

**Program Operator** - means a grantee or sub-recipient that receives SCSEP funds from a SCSEP grantee or a higher-tier SCSEP sub-recipient and performs the following

activities for all its participants: Eligibility determination, participant assessment, and development of and placement into community service assignments.

**Program Year** - The term “program year” means the time period which begins on July 1 and concludes on June 30 of the following year. In the context of County’s programs, this term can be used interchangeably with fiscal year.

**Project** - means an undertaking by a grantee or sub-recipient in accordance with a grant or contract agreement that provides service to communities and training and employment opportunities to eligible individuals.

**Project Cost** – The term “project cost” means total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

**Property** – The term “property” means real property or personal property.

**Protected Personally Identifiable Information (Protected PII)** – The term “protected personally identifiable information” means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed

**Public Assistance** - The term “public assistance” means federal, state, or local government cash payments for which eligibility is determined by a needs or income calculation.

## Q

**Questioned Cost** – The term “questioned cost” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds.

## R

**Real Property** – The term “real property” means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

**Reasonableness** – The term “reasonableness” means that a cost or price is not greater than what one would expect an ordinarily competent and prudent person to charge when conducting business in a competitive environment.

**Recently Separated Veteran** - the term “recently separated veteran” means any veteran who applies for participation under WIOA within 48 months after discharge or release from active military, naval, or air service.

**Recipient** - Means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Request For Funds** – The term “request for funds” means a solicitation for funds that is completed and submitted in accordance with Federal agency guidelines. Request for funds also means a properly and fully completed application requesting funds that is submitted by the sub-recipient in accordance with state guidelines.

**Request for Proposal (RFP)** – The term “request for proposal” means the document that invites offers from service providers for the delivery of a specific type of service. It includes a description of the product(s) or service(s) desired that enable a potential contractor to submit a proposal. The RFP will include information necessary for an objective evaluation and comparison to similar proposals. The RFP is the specific term applied to a solicitation where negotiation is used. This method is the most commonly used form of solicitation when:

- a) The nature of the service needed precludes developing a specification or purchase description so precise that all proposers would have an identical understanding or approach to the requirements; and
- b) Cost is not the only factor considered in making an award.

**Request for Quotation (RFQ)** - The term “request for quotation” means a document that is used to acquire the price(s) and pertinent information needed from a vendor/supplier. Since the quotation is not a formal offer, the awarding agency must reach a bilateral negotiated agreement before a binding contract exists. A RFQ differs from an RFP in that it simply asks for a price based on standard specifications that are generally known or apply industry wide. It is appropriate to use an RFQ when:

- a) complete, adequate and realistic specification or purchase description is available; and A
- b) here are at least two responsible vendors who compete effectively for the award; and T
- c) the procurement lends itself to a firm fixed-price contract and selection of a contractor based wholly on price that is appropriate and reflective of the nature of the products or service being purchased. T

**Responsible Entity** – The term “responsible entity” means the entity that has been determined to: (1) have adequate financial resources to perform the contract or the ability to obtain such resources; (2) be able to comply with the required or proposed

delivery or performance schedule, taking into consideration all existing commercial and business commitments; (3) have a satisfactory performance record; (4) have a satisfactory record of integrity and business ethics; (5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; (6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; and (7) be both qualified and eligible to receive the award under applicable law and regulation.”

**Responsive Proposal** - The term “responsive proposal” is the term used for a proposal or bid that meets all requirements of the solicitation adequately; and the submitted document does not constitute a substitute or counter offer. When a bidder substitutes a “like item,” the submittal is considered non-responsive when the like item fails to meet published specifications. The same principle holds when the proposal is a substitute or counter offer.

**Resume** – The term “resume” means a document that shows a job candidate’s employment and academic qualifications, and history of employment.

**Resume Preparation** - The term “resume preparation” means a process which involves guiding the job seeker on how to create the basic document that shows a job candidate’s employment and academic qualifications, and history of employment. It is a requirement to apply for most jobs and an opportunity to show why the candidate is best suited for the job.

**Retention** – The term “retention” means the participants who have remained employed in a public or private unsubsidized position for six months and/or one year after the start date of the unsubsidized employment in the SCSEP program.

**Rural** - means an area not designated as a metropolitan statistical area by the Census Bureau; segments within metropolitan counties identified by codes 4 through 10 in the Rural Urban Commuting Area (RUCA) system; and RUCA codes 2 and 3 for census tracts that are larger than 400 square miles and have population density of less than 30 people per square mile.

## S

**Satisfaction Survey** - The term “satisfaction survey” means an instrument that gathers the satisfaction of participants, employers, and their Work Sites with their experiences and the services provided.

**School** – The term “school” means any secondary or post-secondary school.

**School dropout** – The term “school dropout” means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

**SCSEP Performance and Results Quarterly Progress Report System (SPARQ)** -

The term “SCSEP Performance and Results Quarterly Progress Report System (SPARQ)” means the system used by the Department of Labor (DOL) to process and analyze SCSEP data, and the system used to view, print, and save SCSEP quarterly progress reports, data quality reports, and management reports.

**Sealed Bid (Formal Advertising)** – The term “sealed bid” means the procurement method whereby bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

**Secondary school** - The term “secondary school” means a nonprofit institutional day or resident school, including a public secondary charter school, which provides secondary education, as determined under state law, except that the term does not include any education beyond grade 12. (Title 20 CFR Part A Section 9101[38]).

**Secretary** - means the Secretary of the U.S. Department of Labor.

**Self-Management Skills** – The term “self-management skills” means the skills that give the individual the ability to be successful, such as communication skills, time management skills, leadership qualities, delegating responsibilities, motivating staff, planning and control.

**Service Area** - means the geographic area served by a local SCSEP project in accordance with a grant agreement.

**Service Level** - The term “service level” means a comparison of the total number of participants served to the projects authorized number of positions in the SCSEP program.

**Severe Disability** means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that -

- (1) Is likely to continue indefinitely; and
- (2) Results in substantial functional limitation in 3 or more of the following areas of major life activity:
  - (i) Self-care;
  - (ii) Receptive and expressive language;
  - (iii) Learning;
  - (iv) Mobility;
  - (v) Self-direction;
  - (vi) Capacity for independent living;

(vii) Economic self-sufficiency. ([42 U.S.C. 3002\(48\)](#)).

**Severely Limited Employment Prospects** - means the substantial likelihood that an individual will not obtain employment without the assistance of the SCSEP or another workforce development program. Persons with severely limited employment prospects have more than one significant barrier to employment; significant barriers to employment may include but are not limited to: Lacking a substantial employment history, basic skills, and/or English-language proficiency; lacking a high school diploma or the equivalent; having a disability; being homeless; or residing in socially and economically isolated rural or urban areas where employment opportunities are limited.

**Skill-Based Assessment** – The term “skill-based assessment” means addressing skills a Participant demonstrates on skill-specific assessments, such as reading, math, language, behavior, and adaptive skills during initial assessment.

**Soft Skills** – The term “soft skills” means the skills/abilities that enable someone to relate to others and adapt to a workplace environment and are necessary to being successful in the workplace. Soft skills are non-technical, intangible and personality-specific skills that coupled with concrete skills or “hard skills” offered through education or vocational training produce an employable person. Soft skills may include work habits (such as punctuality, appropriate attitude and behavior, cooperation, the ability to take constructive criticism), integrity, interpersonal skills, problem-solving, multitasking, making good and informed decisions, communicating with others, positive job attitude or managing oneself in the workplace, showing initiative and reliability, etc.

**Solicitation** - The term “solicitation” means the practice of distributing an Invitation for Bid, Request for Proposal, or any other document, such as a Request for Quotation, issued by a purchasing agency for the purpose of soliciting offers to perform a contract.

**Subaward:** The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

**Subcontract (“Lower Tier Subaward”):** The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

**Subcontractor (“Lower Tier Subrecipient”):** A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

**Subrecipient:** The sole proprietor, partnership, corporation, non-profit organization or public/government entity that has entered into this Contract Subaward with County to perform and execute the Work and Services covered by Exhibit A (Statement of Work).

**Subsidized Employment** – The term “subsidized employment” means employment created in the public sector and/or employment paid with any portion of public funds.

Subsidized employment includes work experience training such as on-the-job-training and customized training.

**Supportive Services** - The term “supportive services” means services and needs-related payments that are necessary to enable an individual to participate in activities authorized under Title V. Also, any service provided to assist a participant in obtaining and retaining unsubsidized employment, i.e., uniforms, protective eyewear, interview clothing, housing, etc.

**Sustained Fiscal Integrity** – The term “sustained fiscal integrity” used with respect to a local area, means that the Secretary has not made a formal determination, during either of the last 2 consecutive years preceding the determination regarding such integrity, that either the grant recipient or the administrative entity of the area misexpended funds provided under subtitle B (or, if applicable, title I of the Workforce Investment Act of 1998 as in effect prior to the effective date of such subtitle B) due to willful disregard of the requirements of the provision involved, gross negligence, or failure to comply with accepted standards of administration.

## T

**Technical Assistance** – The term “technical assistance” means the guidance provided to grantees and grantee staff by the Department to improve the quality of the program and the delivery of program services to eligible MSFWs.

**Termination** - The term “termination” means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

**Third-Party In-Kind Contributions** – The term “third-party in-kind contributions” means the value of non-cash contributions (i.e., property or services) that:

- (a) Benefit a federally assisted project or program; and
- (b) Are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

**Title V -Senior Community Service Employment Program (SCSEP)** – The term “Title V -Senior Community Service Employment Program (SCSEP)” means a program that serves unemployed low-income persons who are 55 years of age and older and who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment.

## U

**Under-Represented Groups** – The term “under-represented groups” means populations that have been historically underrepresented in organizations. Includes but is not limited to women, ethnic minorities, and people with disabilities.



**Unemployed** – The term “unemployed” means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income.

**Unemployment Compensation Benefits** - The term “unemployment compensation benefits” means benefits paid by Unemployment Insurance (UI) program to workers who have lost their job and meet the program’s eligibility requirements. If you have become unemployed, you may file a UI claim. You may be eligible for UI benefits if you meet all eligibility requirements.

**Unilateral Modification** – The term “unilateral modification” means a modification made and signed solely by the contracting agency without consideration to the service provider/vendor.

**Unilateral Right** – the term “unilateral right” means a legal action that may be taken by the contracting agency without consideration to the service provider/vendor.

**Unit Of General Local Government** – The term “unit of general local government” means any general purpose political subdivision of a State that has the power to levy taxes and spend funds, as well as general corporate and police powers.

**Unsubsidized Employment** – The term “unsubsidized employment” means a job for which wages are paid directly by the employer and that is not subsidized through any government program.

## V

**Vendor** – The term “vendor” means another term used for contractor. Distinguishing characteristics of a vendor include items such as: providing the goods and services within normal business operations; providing similar goods or services to many different purchasers, including purchasers outside the grant program; and operating in a competitive environment. Any entity directly involved in the delivery of program services not available to the general public, with the exception of an employer providing on-the-job training, will be considered a sub-recipient rather than a vendor. Vendors are not subject to the statutory and regulatory requirements of Federal Statutes. The vendor's responsibility is to meet the requirements of the award, as stated in the contract services called for by the agreement have been delivered and accepted

**Veteran** - The term “veteran” means an individual who has served at least one day in the active military, naval, or air service, and who was discharged or released from service under any condition other than a condition classified as dishonorable.

**Vocational rehabilitation services** - The term “vocational rehabilitation services” assist eligible persons with a disability pursue post-secondary education, employment, and independent living. Services could include counseling, medical and psychological services, job training, and other services, based on the needs of the individual.

## W

**Wagner-Peyser Act** – The term “Wagner-Peyser Act” means the Act of June 6, 1933, as amended, codified at 29 U.S.C. 49 et seq.

**Web-Based Data Collection System (WDCS)** – The term “Web-Based Data Collection System (WDCS)” means the Department of Labor web-based data collection system used to input all Title V SCSEP program and Participant information into SCSEP Performance and Results QPR System (SPARQ).

**Work Experience** – The term “work experience” means a short-term and/or part-time work assignment with an employer or private non-profit or public agency that is subsidized or unsubsidized and which provides an individual with the opportunity to acquire the skills and knowledge necessary to perform a job, including appropriate work habits and behaviors, and is combined with classroom or other training.

**Work Site** - The term “work site” means a public agency or private non-profit organization which provides a training work site and supervision for one or more participants while participant(s) are enrolled in SCSEP .

**Workforce Innovation and Opportunity Act (WIOA)** – Federal legislation signed into law in 2015 to establish a unique national workforce preparation and employment system designed to meet the needs of both career seekers and businesses

## **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](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](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](http://www.lacountyfraud.org)  
 E-Mail Address: [Hotline@auditor.lacounty.gov](mailto:Hotline@auditor.lacounty.gov)  
 Fraud Hotline: (800) 544-6861  
 Fax: (213) 633-0991  
 Mail: Office of County Investigations  
 500 W. Temple St., Room 515  
 Los Angeles, CA 90012
- 4.0 User Complaint Report
  - 4.1 County's staff shall complete the User Complaint Report (UCR) to report Subrecipient's non-compliance with the requirements of this Subaward. Areas of Subrecipient's non-compliance include, but are not limited to, the following:

- Subrecipient's Project Manager or other staff not responding to messages/requests from County staff.
- Subrecipient's Project Manager or other staff does not attend trainings/meetings required by County.
- Subrecipient staff changes without prior notification to County.
- Illegal or inappropriate behavior by Subrecipient's staff.
- Subrecipient not submitting reports/documents or maintaining records as required.
- Subrecipient not complying with the quality assurance requirements as specified in this Subaward.

4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Subrecipient's performance of the requirements of this Subaward in addition to being used as the basis for placing Subrecipient on probation, suspending payment, suspending this Subaward, terminating this Subaward or any other remedies that are available in this Subaward. The UCR may also be used during County's solicitation process to evaluate Subrecipient's past performance on this Subaward in addition to being used when Subrecipient requests a reference from County for purposes of applying for other grants.



**EXHIBIT R  
(JOINT FUNDING REVENUE DISCLOSURE)**

List all revenue provided to Subrecipient on an annual basis (including the Subaward Sums, foundation grants, donations, etc.). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
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<b>GRAND TOTAL OF ALL PAGES</b>	Click here to enter amount.		

Click here to enter text.  
Subrecipient's Legal Name

Click here to enter text.  
Subaward Number

Click here to enter text.  
Name of Preparer (Print)

Click here to enter a date.  
Date Prepared

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
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**EXHIBIT S**  
**(PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS**  
**FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)**

I. GOVERNING REGULATIONS AND POLICIES

- A. If this Subaward indicates that Subrecipient may purchase Fixed Assets, Non-Fixed Assets and Supplies using Subaward Sums, pursuant to Subparagraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies) of the Subaward, Subrecipient shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Subaward Sums (i.e., Federal, State or County/local monies), Subrecipient shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:

1.0 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 31<sup>st</sup> of the Fiscal Year.

B. Non-Fixed Asset

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

1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Subsection II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc. used to conduct business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

1.2 Has a normal useful life of over one (1) year and has a unit acquisition cost that is less than \$5,000 but is at least \$500.

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

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

- 1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would meet the requirements for the unit acquisition cost described herein.
  - 1.3 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  - 1.4 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
  - 1.5 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Subaward.
  - 1.6 Must be ordered or purchased no later than May 31<sup>st</sup> of the Fiscal Year.
  - 2.0 Whatever amount is approved for the equipment must be the same amount that's reflected on the Budget.
  - 3.0 You must submit a minimum of three (3) bids when requesting approval for equipment.
- C. Usage of the Term "Assets"
- 1.0 Throughout the entirety of this Exhibit S, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in Subsection II.A (Fixed Asset), herein, and Subsection II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term "Assets" shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter "Assets").

## D. Types of Assets

1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.

1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.

1.2 Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.

2.0 Improvements and Betterments are products that typically do not increase the physical size of the unit.

2.1 Requirements for AAA Programs, 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**  
**(INTENTIONALLY OMITTED)**

**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](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 1<sup>st</sup>, July 4<sup>th</sup>, December 25<sup>th</sup>, 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 Username (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. Username and Password

5.6.1. Subrecipient shall ensure that its Users do not share their unique Username 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 Username and password information. In the event that Users forget their Username or password, User shall adhere to the instruction guides/tutorials provided by County for resetting the Username 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 Subsection 5.6.4, herein).
- 7.3.4. Subrecipient frequently changing its Users (pursuant to Subsection 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 becomes available. Generally, System maintenance activities will occur during non-business hours (e.g., weekends, late evenings, County-recognized holidays, etc.) to limit the impact to Users.
- 8.2. County will provide assistance to Users in the event of technical difficulties that may occur while utilizing the System. Technical assistance will be provided as follows:
  - 8.2.1. Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding County-recognized holidays).
  - 8.2.2. County's Administrators
    - 8.2.2.1. Ms. Carol Domingo may be reached by phone or e-mail, respectively, as follows: (213) 639-6339 or [cdomingostephen@wdacs.lacounty.gov](mailto:cdomingostephen@wdacs.lacounty.gov).
    - 8.2.2.2. Ms. Irma Panosian may be reached by phone or e-mail, respectively, as follows: (323) 336-5426 or [ipanosian@wdacs.lacounty.gov](mailto:ipanosian@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) {FY 2022-23 OLDER AMERICANS ACT TITLE V FUNDING}

ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services:	SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP) SERVICES		
Fiscal Year:	2022-2023		
Funding Type:	Older Americans Act (OAA) Title V		
Service Region:	Los Angeles County Supervisorial Districts 1, 2, 3, 4, and 5 (excluding the City of Los Angeles)		
Subaward Number:	[Enter Subaward Number]		
Amendment Number:	N/A	Modification Number:	N/A
Subrecipient's Legal Name:	[Enter Legal Name]		

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Main Administrative Office Address	City	State	Zip Code

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	City	State	Zip Code

[Select]	[Enter Name]	[Enter Title]	[Enter Number]	[Enter]	[Enter E-Mail]
Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address

[Select]	[Enter Name]	[Enter Title]	[Enter Number]	[Enter]	[Enter E-Mail]
Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address

[Select]	[Enter Name]	[Enter Title]	[Enter Number]	[Enter]	[Enter E-Mail]
Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address

## PROGRAM FUNDING SUMMARY

(A) CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1)	SUBRECIPIENT'S FUNDS (SF)		(D) TOTAL FUNDING
		(C) MATCH (3)		
		(1) CASH OTHER	(1) CASH	(2) IN-KIND
STAFFING	[Enter]	[Enter]	[Enter]	\$ -
OPERATION	[Enter]	[Enter]	[Enter]	\$ -
TOTAL SUBRECIPIENT'S PROGRAM OPERATION	\$ -	\$ -	\$ -	\$ -
TOTAL PARTICIPANT WAGES & FRINGE BENEFITS (PWFB) (1) (2)	\$ 1,300,000			\$ 1,300,000
Grand Total	\$ 1,300,000	\$ -	\$ -	\$ 1,300,000

COUNTY USE ONLY			
Assigned Program Analyst:			
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

## NOTE:

(1) Exhibit A (Statement of Work), Attachment 8 (Performance Measures and Goals) is for the FY 2022-23 SCSEP as a whole. Attachment 8 shows the number of participant slots of 130, to be used to serve eligible participants (152% of 130 slots).

(2) SCSEP RFP (released on 4/28/22), in its Subparagraph 2.1.2 (Estimated Funding and Service Delivery) shows the following: Total number of Participant Slots is 130 (\$2,146,000 PWFB), broken down as 79 slots (\$1,300,000 PWFB covered by Federal Title V OAA funding) (Exhibit W) and as 51 slots (\$846,000 PWFB covered by State OARR funding (Exhibit W1).

(3) The minimum required total match is ten percent (10%) of SSY1. The match is required under Federal OAA Title V funding (Exhibit W). And the match is not required under State OARR funding (Exhibit W1).



Program Services:	<u>Senior Community Service Employment Program (SCSEP) Services</u>		
Fiscal Year:	<u>2022-2023</u>		
Funding Type:	<u>Older Americans Act (OAA) Title V</u>		
Los Angeles County Region:	<u>Los Angeles County Supervisorial Districts 1, 2, 3, 4, and 5 (excluding the City of Los Angeles)</u>		
Subaward Number:	<u>[Enter Subaward Number]</u>		
Amendment Number:	<u>N/A</u>	Modification Number:	<u>N/A</u>
Subrecipient's Legal Name:	<u>[Enter Legal Name]</u>		

I. BUDGET DETAIL - SUBRECIPIENT'S STAFFING

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1	SF		(H) TOTAL FUNDING AMOUNT  (F+G)	(I) VARIANCE  (E - H)
						(G) MATCH			
					(1) CASH OTHER	(1) CASH	(2) IN-KIND		
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									

# I. BUDGET DETAIL - SUBRECIPIENT'S STAFFING

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF		(H) TOTAL FUNDING AMOUNT  (F+G)	(I) VARIANCE  (E - H)		
						(G) MATCH					
						(1) CASH	(2) IN-KIND				
[Enter title]											
[Enter title]											
SUBTOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$0		
Taxes	[Enter Rate]				(3)	(3)	(3)				
Benefits	[Enter Rate]				(4)	(4)	(4)				
TOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$0		
INDIRECT											
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	\$ -			
Do indirect costs exceed the ten percent (10%) maximum?											
GRAND TOTAL											
GRAND TOTAL PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$0		

## NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title, then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Executive Director).

(2): Individual's time (displayed in both Exhibit W and Exhibit W1) shall not exceed 100%.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** Senior Community Service Employment Program (SCSEP) Services  
**Fiscal Year:** 2022-2023  
**Funding Type:** Older Americans Act (OAA) Title V  
**Los Angeles County Region:** Los Angeles County Supervisorial Districts 1, 2, 3, 4, and 5 (excluding the City of Los Angeles)  
**Subaward Number:** [Enter Subaward Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**IX. BUDGET DETAIL - OPERATION**

(A) OPERATION COSTS (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1	SF		(H) TOTAL FUNDING  (F+G)	(I) VARIANCE  (E - H)
						(G) MATCH			
					(1) CASH OTHER	(1) CASH	(2) IN-KIND		
DIRECT									
Travel									
Equipment Purchases									
Equipment Lease									
Supplies									
Consultant									
Orientation									
Assessment									
Training									

(A) OPERATION COSTS (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SSY1	SF		(H) TOTAL FUNDING	(I) VARIANCE
						(G) MATCH			
				(B*C*D)	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(F+G)	(E - H)
Supportive Services									
Job Development									
Transporation									
Infrastructure									
(Other)									
(Other)									
(Other)									
(Other)									
TOTAL DIRECT OTHER COSTS				\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT									
Indirect Costs (Other Costs)					(2)	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?									
GRAND TOTAL									
GRAND TOTAL OTHER COSTS				\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

# EXHIBIT W1 (BUDGET) {FY 2022-23 OLDER ADULTS' RECOVERY AND RESILIENCE FUNDING}

ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services:	SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP) SERVICES		
Fiscal Year:	2022-2023		
Funding Type:	California's Older Adults' Recovery and Resilience (OARR) Senior Employment Opportunities (SEO)		
Service Region:	Los Angeles County Supervisorial Districts 1, 2, 3, 4, and 5 (excluding the City of Los Angeles)		
Subaward Number:	[Enter]		
Amendment Number:	N/A	Modification Number:	N/A
Subrecipient's Legal Name:	[Enter Legal Name]		

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Main Administrative Office Address	City	State	Zip Code

[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	City	State	Zip Code

[Select]	[Enter Name]	[Enter Title]	[Enter Number]	[Enter]	[Enter E-Mail]
Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address

[Select]	[Enter Name]	[Enter Title]	[Enter Number]	[Enter]	[Enter E-Mail]
Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address

[Select]	[Enter Name]	[Enter Title]	[Enter Number]	[Enter]	[Enter E-Mail]
Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address

## PROGRAM FUNDING SUMMARY

(A) CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1)	SUBRECIPIENT'S FUNDS (SF)		(D) TOTAL FUNDING
		(C) MATCH (3)		
		(1) CASH OTHER	(1) CASH	(2) IN-KIND
STAFFING	[Enter]	[Enter]	[Enter]	\$ -
OPERATION	[Enter]	[Enter]	[Enter]	\$ -
TOTAL SUBRECIPIENT'S PROGRAM OPERATION	\$ -	\$ -	\$ -	\$ -
TOTAL PARTICIPANT WAGES & FRINGE BENEFITS (PWFB)				
(1) (2)	\$ 846,000			\$ 846,000
Grand Total	\$ 846,000	\$ -	\$ -	\$ 846,000

COUNTY USE ONLY			
Assigned Program Analyst:			
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

## NOTE:

(1) Exhibit A (Statement of Work), Attachment 8 (Performance Measures and Goals) is for the FY 2022-23 SCSEP as a whole. Attachment 8 shows the number of participant slots of 130, to be used to serve eligible participants (152% of 130 slots).

(2) SCSEP RFP (released on 4/28/22), in its Subparagraph 2.1.2 (Estimated Funding and Service Delivery) shows the following: Total number of Participant Slots is 130 (\$2,146,000 PWFB), broken down as 79 slots (\$1,300,000 PWFB covered by Federal Title V OAA funding) (Exhibit W) and as 51 slots (\$846,000 PWFB covered by State OARR funding (Exhibit W1).

(3) The minimum required total match is ten percent (10%) of SSY1. The match is required under Federal OAA Title V funding (Exhibit W). And the match is not required under State OARR funding (Exhibit W1).

Program Services:	<u>Senior Community Service Employment Program (SCSEP) Services</u>		
Fiscal Year:	<u>2022-2023</u>		
Funding Type:	<u>California's Older Adults' Recovery and Resilience (OARR) Senior Employment Opportunities (SEO)</u>		
Los Angeles County Region:	<u>Los Angeles County Supervisorial Districts 1, 2, 3, 4, and 5 (excluding the City of Los Angeles)</u>		
Subaward Number:	<u>[Enter]</u>		
Amendment Number:	<u>N/A</u>	Modification Number:	<u>N/A</u>
Subrecipient's Legal Name:	<u>[Enter Legal Name]</u>		

I. BUDGET DETAIL - SUBRECIPIENT'S STAFFING

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SSY1	SF		(H) TOTAL FUNDING AMOUNT	(I) VARIANCE
						(G) MATCH			
				(B*C*D)	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(F+G)	(E - H)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									

## I. BUDGET DETAIL - SUBRECIPIENT'S STAFFING

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF		(H) TOTAL FUNDING AMOUNT  (F+G)	(I) VARIANCE  (E - H)		
						(G) MATCH					
						(1) CASH	(2) IN-KIND				
[Enter title]											
[Enter title]											
SUBTOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$0		
Taxes	[Enter Rate]				(3)	(3)	(3)				
Benefits	[Enter Rate]				(4)	(4)	(4)				
TOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$0		
INDIRECT											
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	\$ -			
Do indirect costs exceed the ten percent (10%) maximum?											
GRAND TOTAL											
GRAND TOTAL PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$0		

### NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title, then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Manager/Executive Director).

(2): Individual's time (displayed in both Exhibit W and Exhibit W1) shall not exceed 100%.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** Senior Community Service Employment Program (SCSEP) Services  
**Fiscal Year:** 2022-2023  
**Funding Type:** California's Older Adults' Recovery and Resilience (OARR) Senior Employment Opportunities (SEO)  
**Los Angeles County Region:** Los Angeles County Supervisorial Districts 1, 2, 3, 4, and 5 (excluding the City of Los Angeles)  
**Subaward Number:** [Enter]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Subrecipient's Legal Name:** [Enter Legal Name]

**IX. BUDGET DETAIL - OPERATION**

(A) OPERATION COSTS (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1	SF		(H) TOTAL FUNDING  (F+G)	(I) VARIANCE  (E - H)
						(G) MATCH			
					(1) CASH OTHER	(1) CASH	(2) IN-KIND		
DIRECT									
Travel									
Equipment Purchases									
Equipment Lease									
Supplies									
Consultant									
Orientation									
Assessment									
Training									



(A) OPERATION COSTS (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY1  (1) CASH OTHER	SF		(H) TOTAL FUNDING  (F+G)	(I) VARIANCE  (E - H)
						(G) MATCH			
						(1) CASH	(2) IN-KIND		
Supportive Services									
Job Development									
Transporation									
Infrastructure									
(Other)									
(Other)									
(Other)									
(Other)									
TOTAL DIRECT OTHER COSTS				\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT									
Indirect Costs (Other Costs)					(2)	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?									
GRAND TOTAL									
GRAND TOTAL OTHER COSTS				\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

## 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.	<input type="checkbox"/> Access Services <input type="checkbox"/> Information Services <input type="checkbox"/> Support Services <input type="checkbox"/> Respite Care <input type="checkbox"/> Supplemental Services <input type="checkbox"/> Other (if applicable): <a href="#">Click here to enter text.</a>
		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).

Page [Enter #](#) of [Enter #](#)

**EXHIBIT Z**  
**(INTENTIONALLY OMITTED)**

**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**  
**(CRITERIA AND STANDARDS FOR LETTERS OF CREDIT**  
**AND CERTIFICATES OF DEPOSIT)**

1. The Letters of Credit (LOC) or Certificates of Deposit (CD) shall be drawn by or on a financial institution that meets at least one (1) of the ratings from the table below:

Deposits	Rating Agency			
	Moody's <sup>(a)</sup>	Standard & Poor's	Bauer Financial	The Street.com <sup>(b)</sup>
If the term of the CD is less than three (3) years, the minimum ratings are:	A2 or better	A or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the financial institution are less than \$150 billion, the minimum ratings are:	Aa1 or better	AA+ or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the institution are \$150 billion or more, the minimum ratings are:	Aa3 or better	AA- or better	4 stars or better	B or better

- a. Bank Financial Strength (only for Moody's, a subcategory of the overall rating standard) should be B or better. Bank Financial Strength is a rating standard that must be met if the financial institution's total assets are less than \$1.5 billion and Moody's rates that institution.
  - b. Formerly Weiss Ratings, Inc.
2. If the financial institution is rated by all four (4) of the rating agencies, the rating that is considered in the analysis will be the lower rating of Moody's or Standard & Poor's. However, if the financial institution receives ratings from Bauer Financial and TheStreet.com, only the higher of the two (2) ratings will be considered.
3. All deposits shall be insured through either the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Administration ("NCUA") at their maximum standard rate.

4. The CD or LOC shall be irrevocable and in County's name or pledged to County.
5. As directed by County, the CD or LOC shall be issued for an amount that is sufficient to support the terms of the performance agreement, unless otherwise stated in the Subaward.
6. The CD or LOC shall mature at a definite time, which, unless otherwise stated in the Subaward, may not be prior to direction by County, or the expiration of the performance agreement or other provisions thereof.
7. The CD shall meet the minimum criteria and standards at the time the funds are placed with the financial institution. However, a liquidation of the placement is not required should the financial institution's ratings fall below the minimum criteria and standards during the term of the placement. At the placement's expiration or maturity, the funds should be placed with a different financial institution that meets the minimum criteria and standards.

## **EXHIBIT CC (FEMA PROVISIONS)**

**A. CLEAN AIR AND WATER REQUIREMENTS.** [Applicable to all subawards (that is “contracts”) and lower tier subawards (that is, “subcontracts”) in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

1. Subrecipient (that is, “Contractor”) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to County and understand and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the Regional Office of the Environmental Protection Agency (EPA).
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**B. DEBARMENT AND SUSPENSION CLAUSE.**

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.905), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**C. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).**

1. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
2. Contractor agrees to the provisions of Attachment 1, Certification Regarding Lobbying, attached hereto and incorporated herein.
3. Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the lower tier subrecipient (that is, "subcontractor") who will be subject to its provisions.

**D. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322).**

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**E. ACCESS TO RECORDS.**

The following access to records requirements apply to this Agreement:

1. Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.



3. Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**F. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.**

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA prior e-approval.

**G. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**H. NO OBLIGATION BY FEDERAL GOVERNMENT.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

**I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**EXHIBIT DD**  
**(CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION)**

Proposer certifies, under penalty of perjury, at the time the Proposal is submitted or in the event Subaward is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For Subaward executed or renewed after January 1, 2017, Subrecipient certifies compliance with the Unruh Civil Rights Act (Civil Code Section 51) and the Fair Employment and Housing Act (Government Code Section 12960).
2. EMPLOYER DISCRIMINATORY POLICIES: For Subaward executed or renewed after January 1, 2017, when Subrecipient has an internal policy against a sovereign nation or peoples recognized by the United States government, Subrecipient certifies that such policies are not used in violation of the Unruh Civil Rights Act (Civil Code Section 51) or the Fair Employment and Housing Act (Government Code Section 12960).

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**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.](#)

Proposer'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 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](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

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

**Chief Privacy Officer:**

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

**Departmental Information Security Officer:**

Andrew Lau  
Departmental Information Security Officer  
3175 West 6<sup>th</sup> Street  
Los Angeles, CA 90020  
(213) 500-1132  
[alau@wdacs.lacounty.gov](mailto: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.

**EXHIBIT FF**  
**(COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE)**

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –  
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

**Select the response below (either Option A or Option B) that is applicable to Subrecipient's organization:**

**OPTION A:**

- ☐ All Subrecipient Personnel\* on this Subaward are fully vaccinated as required by the Ordinance.

**OPTION B:**

- ☐ Most Subrecipient Personnel\* on this Subaward are fully vaccinated as required by the Ordinance. The Subrecipient or its employer of record, has granted a valid medical or religious exemption to the below identified Subrecipient Personnel. Subrecipient will certify weekly that the following unvaccinated Subrecipient Personnel have tested negative within 72 hours of starting their work week under the Subaward, unless the contracting County department requires otherwise. Subrecipient Personnel who have been granted a valid medical or religious exemption are the following individuals:

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

\*Subrecipient Personnel includes Lower Tier Subrecipients

**Declaration**

I have reviewed the requirements above and further certify that I will comply with said requirements.

[Click here to enter text.](#)

Subrecipient's Legal Name

[Click here to enter text.](#)

Subaward Number

[Click here to enter text.](#)

Name of Authorized Representative

[Click here to enter text.](#)

Title of Authorized Representative

Authorized Representative's Signature

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

Date