

**APPENDIX A  
(SAMPLE CONTRACT)**



**CONTRACT**

BY AND BETWEEN

COUNTY OF LOS ANGELES

WORKFORCE DEVELOPMENT, AGING AND  
COMMUNITY SERVICES

AND

---

FOR

ELDERLY NUTRITION PROGRAM (ENP)

CONTRACT NUMBER \_\_\_\_\_

CONTRACT PERIOD JULY 2022 – JUNE 2023

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Exhibit EE (Information Security and Privacy Requirements)

Exhibit FF (COVID-19 Vaccination Certification of Compliance)

Exhibit GG (American Rescue Plan Act Requirements)

## RECITALS

This agreement for services ("Contract" 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 @**]  
("Contractor")

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

**WHEREAS**, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 etseq. ("OAA") and the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq.("OCA"), the California Department of Aging ("CDA" or "State") is authorized to administer elements of the OAA and OCA as it relates to the provision of nutrition services;

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

**WHEREAS**, County has established its Elderly Nutrition Program ("ENP" or "Program"), and County and Contractor agree to engage contractually whereby Contractor shall provide ENP Services as specified in Exhibit A (Statement of Work) and elsewhere herein in exchange for County's reimbursement to Contractor for those Services;

**WHEREAS**, on March 4, 2020, the Chair of County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding novel coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF");

**WHEREAS**, County has received a direct payment of ARPA funds from the Treasury, which may only be used to cover costs incurred beginning March 3, 2021 and ending December 31, 2024, with all payments made by December 31, 2026, to respond to the public health emergency with respect to COVID-19 or negative economic impacts;



**WHEREAS**, on July 27, 2021, the County's Board adopted a spending plan ("Spending Plan") totaling \$975 million for COVID-19 related expenditures ("ARPA Funds");

**WHEREAS**, Contractor warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide such ENP Services within County's jurisdictional boundaries for [ @ Los Angeles County Region @ ] throughout the term of this Contract;

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

**WHEREAS**, on [DATE], the County's Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to execute agreements and any and all amendments under the ARPA Spending Plan;

**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 Contract.

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

## **1.0 APPLICABLE DOCUMENTS**

- 1.1** Exhibits A, D, E, F, G1, H, I, N, O, P, Q, R, S, V, W1, W2, W3, X1, X2, X3, Y, AA, BB, CC, DD, EE, FF and GG are attached to and form a part of this Contract. This Contract constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2** Contractor's Proposal submitted in response to the Elderly Nutrition Program (ENP) Request for Proposals (RFP) is incorporated and made part of this Contract. Contractor's misrepresentation of any required element in its Proposal submitted in response to the RFP shall be considered an event of default and this Contract may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3** The headings, page numbers, Paragraph and Subparagraph numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4** References in this Contract to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: <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 Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.
- 1.6** In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority:
- 1.6.1 Exhibit A (Statement of Work)
  - 1.6.2 Exhibit D (Contractor's Equal Employment Opportunity Certification)
  - 1.6.3 Exhibit E (County's Administration)
  - 1.6.4 Exhibit F (Contractor's Administration)
  - 1.6.5 Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement)
  - 1.6.6 Exhibit H (Jury Service Ordinance)
  - 1.6.7 Exhibit I (Safely Surrendered Baby Law)
  - 1.6.8 Exhibit 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 W1 (Budget)
  - 1.6.16 Exhibit W1 (Budget) {FY 2022-23 Federal ARPA Funds}
  - 1.6.17 Exhibit W2 (Budget)
  - 1.6.18 Exhibit W2 (Budget) {FY 2022-23 Federal ARPA Funds}
  - 1.6.19 Exhibit W3 (Budget)

- 1.6.20 Exhibit X1 (Mandated Program Services)
- 1.6.21 Exhibit X1 (Mandated Program Services) {FY 2022-23 Federal ARPA Funds}
- 1.6.22 Exhibit X2 (Mandated Program Services)
- 1.6.23 Exhibit X2 (Mandated Program Services) {FY 2022-23 Federal ARPA Funds}
- 1.6.24 Exhibit X3 (Mandated Program Services)
- 1.6.25 Exhibit Y (List of Subcontracts)
- 1.6.26 Exhibit AA (Contractor's Compliance with Encryption Requirements)
- 1.6.27 Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit)
- 1.6.28 Exhibit CC (FEMA Provisions)
- 1.6.29 Exhibit DD (California Civil Rights Laws Certification)
- 1.6.30 Exhibit EE ((Information Security and Privacy Requirements)
- 1.6.31 Exhibit FF (COVID-19 Vaccination Certification of Compliance)
- 1.6.32 Exhibit GG (American Rescue Plan Act Requirements)

**1.7** In addition to the terms and conditions listed herein, Contractor 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 Contractor pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and shall form a part of this Contract. Contractor shall comply with all directions and instructions issued by County through these forms of communication.

**2.0 DEFINITIONS AND HEADINGS**

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

**3.0 WORK**

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

- 3.2** If Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3** In the performance of this Contract, Contractor shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Contract (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4** Contractor acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Contract, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Contract.
- 3.5** Contractor's performance under the requirements of this Contract will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Contractor shall provide Services and expend the Contract Sum allocated for any Fiscal Year under this Contract as stated in: Paragraph 5.0 (Contract Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); Budget exhibit(s); and, Mandated Program Services exhibit(s).
- 3.6** At County's request, Contractor shall complete a new Budget exhibit(s) and Mandated Program Services exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents shall be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.
- 3.7** Contractor acknowledges that this Contract includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). These Requirements will be used to measure Contractor's performance of the Contract and the Work. Contractor shall adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work), Attachment 1 (Performance Requirements Summary Chart).
- 3.8** The Contract Sum allocated for any Fiscal Year under this Contract and the Services associated with those funds may be reduced from Contractor's allocation and reallocated to other ENP Contractors that are performing and/or expending at a higher level and qualify for increases if Contractor fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Contract Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Contract Sum).
- 3.9** Contractor agrees that the performance of Work and Services pursuant to the requirements of this Contract shall conform to accepted professional standards.

#### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be 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

Contract. The term of this Contract will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

- 4.2 Following the initial term as set forth in Subparagraph 4.1 above, County shall have the sole option to extend the Contract term for up to three (3) additional one (1) year periods for a maximum total Contract 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 Contractor acknowledges County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
- 4.4 Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

## 5.0 CONTRACT SUM

### 5.1 TOTAL CONTRACT SUM

#### 5.1.1 Cost Reimbursement Contract

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

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

5.1.1.3 Contractor shall track Contract Sums and contributions. Contractor shall provide a tracking of Contract Sums

during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

## 5.1.2 Funding Allocations

- 5.1.2.1 During the term of this Contract, Contractor shall receive funding for providing the Services outlined in this Contract. The funding allocation for the initial term of this Contract is **\$[@ Maximum Annual Contract Sum (Year 1) @]** (which includes OAA Funds in the amount of \$XXX and federal ARPA Funds in the amount of \$XXX) ("Contract Sum Year 1") and the year-to-date funding allocation is **\$[@ Maximum Contract Sum @]** ("Maximum Contract Sum"). Any additional funding that is allocated under this Contract will increase the Maximum Contract Sum.
- 5.1.2.2 In the event that County exercises its renewal options under this Contract, the projected funding will be allocated to Contractor annually for each Fiscal Year that this Contract is renewed as follows: **\$[@ Maximum Annual Contract Sum (Year 2) @]** ("Contract Sum Year 2"); **\$[@ Maximum Annual Contract Sum (Year 3) @]** ("Contract Sum Year 3"); and, **\$[@ Maximum Annual Contract Sum (Year 4) @]** ("Contract Sum Year 4"). If County exercises all renewal options under this Contract, the Maximum Contract Sum is projected to be **\$[@ Maximum Contract Sum (Alternate) @]**.
- 5.1.2.3 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Contract upon occurrence of any changes to the Contract Sum. Future allocations of the Contract Sums will be contingent upon Contractor's level of performance/expenditure and the availability and appropriation of funds from Federal, State, and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

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

- 5.1.3.1 The Contract Sum Year 1 for this Contract is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.
- 5.1.3.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) Original Baseline Funds
- 5.1.3.2.1 Contract Sum: **\$[@ Year 1 Annual Sum (III B) @]**
- 5.1.3.2.2 Service Area: **[@ Region @]**

- 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 Original Baseline and Federal American Rescue Plan Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.3 Older Americans Act Title III C-1 (Nutrition Services) Original Baseline Funds
  - 5.1.3.3.1 Contract Sum: **\$[@ Year 1 Annual Sum (C-1) @]**
  - 5.1.3.3.2 Service Area: **[@ Region @]**
  - 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 Original Baseline and Federal American Rescue Plan Funding Allocation for Elderly Nutrition Program Services
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  - 5.1.3.4.2 Service Area: **[@ Region @]**
  - 5.1.3.4.3 Period of Performance: July 1, 2022 – June 30, 2023
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- 5.1.3.5 Federal American Rescue Plan Act Funds for ENP Congregate Meal Services
  - 5.1.3.5.1 Contract Sum: **\$[@ Year 1 Annual Sum (C-1) @]**
  - 5.1.3.5.2 Service Area: **[@ Region @]**
  - 5.1.3.5.3 Period of Performance: July 1, 2022 – June 30, 2023

5.1.3.5.4 Allocation Letter: Fiscal Year 2022-23 Original Baseline and Federal American Rescue Plan Funding Allocation for Elderly Nutrition Program Services

5.1.3.6 Federal American Rescue Plan Act Funds for ENP Home-Delivered Meal Services

5.1.3.6.1 Contract Sum: \$[@ Year 1 Annual Sum (C-2) @]

5.1.3.6.2 Service Area: [@ Region @]

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

5.1.3.6.4 Allocation Letter: Fiscal Year 2022-23 Original Baseline and Federal American Rescue Plan Funding Allocation for Elderly Nutrition Program Services

## **5.2 WRITTEN APPROVAL FOR REIMBURSEMENT**

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

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

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

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

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



Contractor. This provision shall survive the expiration or other termination of this Contract.

## 5.5 INVOICES AND PAYMENTS

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

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

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

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

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

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

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

Manager within thirty (30) days of receiving or discovering the overpayment.

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

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

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

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

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

#### 5.5.6 **Payments to Contractor**

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Contract as well as those provided by County, County agrees to pay Contractor for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums or modifications thereto. Such payment

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

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

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

5.5.6.4 **Past Due Invoice**

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

5.5.6.5 **Method of Compensation Adjustment**

5.5.6.5.1 During any Fiscal Year period within the term of this Contract, 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 Contract Sum allocated for any Fiscal Year under this Contract. County may pursue this method of compensation if Contractor is providing Services to more Clients than anticipated and it appears that the Contract Sum will be completely depleted before the end of a Fiscal Year. County will provide Contractor 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 Contract Sum allocated for any Fiscal Year under this Contract, Work, or any other provision under this Contract unless such change is made pursuant to a validly executed Amendment to this Contract noting any such change(s).

#### 5.5.7 **Contract-Related Documents**

5.5.7.1 Contractor shall complete all Contract-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Contractor's failure to timely submit Contract-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Contractor or other remedies provided by law or under this Contract. Such documents shall include, but are not limited to, the documents outlined in Subparagraph 9.20 (Contract Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work), Attachment 8 (Site Summary); Exhibit A (Statement of Work), Attachment 10 (Route Summary); Exhibit D (Contractor's Equal Employment Opportunity Certification); Exhibit F (Contractor's Administration); Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit Y (List of Subcontracts); Exhibit AA (Contractor's Compliance with Encryption Requirements); Exhibit CC (FEMA Provisions) (applicable only when Contract Sums include FEMA

Funds); Exhibit DD (California Civil Rights Laws Certification); Exhibit FF (COVID -19 Vaccination Certification of Compliance); and, Exhibit GG (American Rescue Plan Act Requirements).

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

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

**5.6 UNIT RATE ADJUSTMENTS**

5.6.1 In the event that County exercises its renewal option(s), Contractor may request a unit rate 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 food costs (e.g., Caterer's costs, raw food costs, etc.): the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total cost of food; number of units; food cost per unit, and, any other relevant information that will facilitate County's review.

5.6.1.2 Increase in fuel costs (Home-Delivered Meal Services only): the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost, number of miles; increased cost per mile; and, any other relevant information that will facilitate County's review.

5.6.1.3 Increase in wages (e.g., minimum wage): the amount (dollars/cents) of the increase and its impact on the unit rate(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 Contractor'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. Contractor shall be able to provide supporting documentation to substantiate any request for a unit rate 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 unit rate(s) adjustment is expected to take effect.

- 5.6.3 County has the sole discretion to approve or reject Contractor's request.
- 5.6.3.1 All such requests shall not cause or authorize exceeding the maximum annual Contract Sum or the Maximum Contract Sum.
- 5.6.4 County may negotiate with Contractor to decrease its unit rate(s) for the following Fiscal Year in which the unit rate(s) decrease is expected to take effect when County determines that Contractor's unit rate(s) exceeds the actual costs to provide Program Services. In the event that the unit rate(s) is increased or decreased for any Fiscal Year after the first Fiscal Year, County shall provide Contractor written confirmation of the final unit rate(s); otherwise the unit rate(s) will remain the same as that which is reflected for the first Fiscal Year of this Contract.

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

- 5.7.1 Contract Sums may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.
- 5.7.2 Expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Contractor shall comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Contractor shall be responsible for obtaining Title 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). Contractor 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 Contract Sums**
- 5.7.3.1 Contractor shall not be paid for any Contract expenditures that exceed the Contract Sum allocated for any Fiscal Year under this Contract. County has no obligation, whatsoever, to pay for any expenditures that exceed this Contract Sum. Any expenditures that exceed such Contract Sum shall become the sole fiscal responsibility of Contractor.
- 5.7.3.2 Contractor shall only expend the Contract Sum during the Fiscal Year for which it is allocated. Should County exercise its option to extend this Contract and Contractor does not expend funding up to the Contract Sum appropriated for the Fiscal Year, that unspent

amount will not carry forward (or roll-over) to the following Fiscal Year.

#### **5.7.4 Prohibitions on Contract Sums**

- 5.7.4.1 Contractor shall comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal Contract, grant, loan or cooperative agreement. Contractor shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all Subcontractors under this Contract also fully comply with such certification and disclosure requirements.
- 5.7.4.2 No materials, property, or Services contributed to County or Contractor under this Contract shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.
- 5.7.4.3 Contract Sums may not be used for matching funds for any Federal, State, County or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.
- 5.7.4.4 Contract Sums may not be used to sue the Federal government or any other government entity.
- 5.7.4.5 Pre-award costs are not an allowable use for Contract Sums.
- 5.7.4.6 Contractor and any approved Subcontractor(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 CONTRACTS**

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



between Contractor and other public or private organizations which directly impact activities funded under this Contract.

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

## **5.9 JOINT FUNDING REVENUES**

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

## **5.10 FEDERAL AWARD INFORMATION**

- 5.10.1 Contract Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Contract 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 Contractor and its Subcontractor(s), if any, are being audited by an independent auditor, Contractor 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 Contract Sums. In the event that the information is not listed herein for all of the monies included in the Contract Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.
- 5.10.2 Contractor Name: [@ Supplier Name @]
- 5.10.3 Contractor's DUNS Number: [@ Contractor'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 Contract Period of Performance Start and End Date: [@ Contract 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 Contractor (Contract Sum Year 1): \$[@ Total Amount of Federal Funds Obligated to Contractor @]
- 5.10.9 Total Amount of Federal Award (Maximum Contract Sum): \$[@ Total Amount of Federal Award @]
- 5.10.10 Federal Award Project Description: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L; NSIP C1 NC1L; Federal Title IIIC2 3C2L; NSIP C2 NC2L; and, Federal ARPA
- 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:** 93.044 - Special Programs for the Aging, Title III, Part B (Grants for Supportive Services and Senior Centers); 93.045 - Special Programs for the Aging, Title III, Part C (Nutrition Services); and 93.053 - Nutrition Services Incentive Program; 21.027 – Coronavirus State and Local Fiscal Recovery Funds
- 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 CONTRACTOR INDIRECT COSTS**

- 5.11.1 The maximum amount of indirect costs that is reimbursable under this Contract is ten percent (10%) of Contractor's modified total direct costs for Title III C-1 Program Services and ten percent (10%) of Contractor's modified total direct costs for Title III C-2 Program Services (direct costs including Contract Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).
- 5.11.2 Contractor 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. Contractor 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 Contractor shall not charge indirect costs exceeding the ten percent (10%) maximum to this Contract. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind for purposes of meeting matching requirements. Contractor must receive

an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.

- 5.11.4 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].
- 5.11.5 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Contracts) which is available on-line at <https://wdacs.lacounty.gov/doing-business-with-wdacs/>.

## **5.12 MATCH CONTRIBUTION**

- 5.12.1 Contractor shall provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Contractor's match contribution shall be reflected in Budget exhibit(s). The match contribution is the non-Federal share of funding provided by Contractor to support the Contract activities and it may take the form of a cash match contribution and/or an in-kind match contribution. This match is calculated as a percentage of the Contract Sum allocated for any Fiscal Year under this Contract as reflected in Paragraph 5.0 (Contract Sum).
- 5.12.2 The required match contribution for OAA Title III C-1 is twelve percent (12%) of the Contract Sum allocated for any Fiscal Year under this Contract. County may in its sole discretion adjust this percentage as necessary.
- 5.12.3 The required match contribution for OAA Title III C-2 is twelve percent (12%) of the Contract Sum allocated for any Fiscal Year under this Contract. County may in its sole discretion adjust this percentage as necessary.
- 5.12.4 The required match contribution for OAA Title III B is twelve percent (12%) of the Contract Sum allocated for any Fiscal Year under this Contract. County may in its sole discretion adjust this percentage as necessary.
- 5.12.5 The required match contribution for federal ARPA for ENP Congregate Meal Services is twelve percent (12%) of the Contract Sum allocated for any Fiscal Year under this Contract. County may in its sole discretion adjust this percentage as necessary.

5.12.6 The required match contribution for federal ARPA for ENP Home-Delivered Meal Services is twelve percent (12%) of the Contract Sum allocated for any Fiscal Year under this Contract. County may in its sole discretion adjust this percentage as necessary.

5.12.7 **Forms of Match Contributions**

5.12.7.1 **Match Cash Contribution**

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

5.12.7.2 **Match In-Kind Contribution**

5.12.7.2.1 A match in-kind contribution is a non-monetary donation of goods, properties or services which are provided by either Contractor 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.

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

5.12.7.3.1 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.

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

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 COUNTY ADMINISTRATION**

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

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

- 6.2.1 The role of County's Contract Manager or his/her designee may include:
  - 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract. However, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

- 6.2.1.2 Upon request of Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Contract in accordance with Subparagraph 9.9 (Modifications).
- 6.2.1.4 Acting on behalf of County with respect to approval of Subcontracts and Subcontractor employees working on this Contract.

**6.3 COUNTY'S PROGRAM MANAGER**

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

**6.4 COUNTY'S COMPLIANCE MANAGER**

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

**6.5 COUNTY'S BUSINESS HOURS**

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR ADMINISTRATION**

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

### **7.2 CONTRACTOR'S PROJECT MANAGER**

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

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

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

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

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

### **7.4 CONTRACTOR'S STAFF IDENTIFICATION**

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

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

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

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

## **7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

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

- 7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).
- 7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).
- 7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).
- 7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).
- 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).

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



Contractor's staff any information obtained through County's background investigation.

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

## **7.6 CONFIDENTIALITY**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information

technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Subparagraph 7.6, Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Contractor and any approved Subcontractor 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 Contractor and any approved Subcontractor shall protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning Clients receiving

Program Services pursuant to this Contract, except for statistical information that does not identify any Client.

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

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

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

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

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

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

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

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

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

8.1.5 **Change Notice**

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

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

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

### **8.3 AUTHORIZATION WARRANTY**

- 8.3.1 Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority ("Authorized Representative").
- 8.3.2 Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work). In the event that Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee shall have the ability and authority to act as a proxy on behalf of Authorized Representative, and this authority must also be evidenced in writing by Authorized Representative. Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).
- 8.3.3 **Board of Directors' Resolution**
- 8.3.3.1 Contractor shall submit its Board of Directors' resolution, which provides written evidence to support the delegated authority that Contractor's organization has vested in Authorized Representative, who will act on behalf of Contractor pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements outlined in this Subparagraph 8.3.3.

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

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

#### **8.4 BUDGET REDUCTIONS**

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

#### **8.5 COMPLAINTS**

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

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

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

## **8.6 COMPLIANCE WITH APPLICABLE LAWS**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures,. Contractor shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal

defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3 Contractor's compliance with applicable laws and regulations includes, but is not limited to, adherence to 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 Contract Sum is one hundred thousand dollars (\$100,000) or more, Contractor shall also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); 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 Contractor's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.
- 8.6.4 Contractor certifies that throughout the entirety of this Contract it shall comply with all Federal and State payroll tax rules and employer tax guides; Contractor shall pay all Federal and State payroll taxes; and, Contractor shall make all tax deposits required by Federal and State laws within the time limits required.
- 8.6.5 Contractor's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Contract, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Contract and may result in termination of this Contract or other remedies available herein.

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

- 8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (as amended) [Title 42 United States Code



Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's Equal Employment Opportunity Certification). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit D to County's Contract Manager in the time and manner as designated by County.

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

8.7.3 Contractor 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 Contract. The California Civil Rights Laws Certification ensures Contractor'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 Contractor'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 Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

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

8.8.2.1 Unless Contractor 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 Subcontractor to perform Services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8 shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

"Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

## **8.9 CONFLICT OF INTEREST**

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

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Contract.

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

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

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

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services (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 Contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible contractors.

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

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

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

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

### **8.12.4 Contractor Hearing Board**

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

the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

**8.12.5 Subcontractors of Contractor**

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

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

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

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

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

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

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

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

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

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

## **8.19 FAIR LABOR STANDARDS**

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



## **8.20 FORCE MAJEURE**

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

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

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment

benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.
- 8.22.4 Contractor shall adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

## **8.23 INDEMNIFICATION**

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

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

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

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

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

- 8.24.2.2 Renewal Certificates shall be provided to County's Contract Manager not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:
- County of Los Angeles  
Workforce Development, Aging and Community Services  
Contracts Management Division  
Attention: County's Contract Manager  
510 South Vermont Avenue, 11<sup>th</sup> Floor  
Los Angeles, CA 90020
- 8.24.2.6 Contractor also shall promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County's Program Manager of any third-party claim or suit filed against Contractor or any approved Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

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

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

8.24.4.1 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

8.24.5 **Failure to Maintain Insurance**

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

8.24.6 **Insurer Financial Ratings**

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

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

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

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

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

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

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

**8.24.11 Claims Made Coverage**

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

**8.24.12 Application of Excess Liability Coverage**

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

**8.24.13 Separation of Insureds**

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

**8.24.14 Alternative Risk Financing Programs**

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

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

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

**8.25 INSURANCE COVERAGE**

**8.25.1 Commercial General Liability**

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

General Aggregate:	\$4 million
Products/Completed Operations	\$2 million
Aggregate:	
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.25.2 Automobile Liability**

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

**8.25.3 Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

**8.25.4 Intentionally Omitted**

**8.25.5 Intentionally Omitted**

**8.25.6 Property Coverage**

8.25.6.1 Contractor 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 Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

**8.25.7 Sexual Misconduct Liability**

8.25.7.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than 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 Contractor shall secure and maintain cyber liability insurance coverage with limits of one point five million dollars (\$1,500,000) per occurrence and in the aggregate during the term of Contract, 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 Contract. Contractor 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 Contractor'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, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.



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

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

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

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

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

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

8.26.5 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) or Subparagraph 8.26.3, and shall not, in any manner, restrict or limit County's right to terminate

this Contract as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) or assessing actual costs of the damage.

## **8.27 MOST FAVORED PUBLIC ENTITY**

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

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

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

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

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

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

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

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

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

## **8.29 NON-EXCLUSIVITY**

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

## **8.30 NOTICE OF DELAYS**

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

## **8.31 NOTICE OF DISPUTES**

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

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

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

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

8.33.1 Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. 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 Contract shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 PUBLIC RECORDS ACT**

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

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

### **8.37 PUBLICITY**

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

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

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

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

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

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

#### **8.38.1 Record Retention Requirements**

8.38.1.1 Contractor shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles. Contractor shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment

records), supporting Program documents and proprietary data and information relating to its performance of this Contract. Contractor shall further maintain on file the entirety of this Contract, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Contractor shall ensure that the security and integrity of all records are maintained throughout the entire term of this Contract and during the authorized retention period as outlined below.

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

8.38.1.3 All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.2 **Access to Records**

8.38.2.1 Contractor agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, any books, documents, papers

and records of Contractor that are directly pertinent to this Contract (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Contract shall not be limited to the authorized retention period but shall last as long as the records are retained.

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

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

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

### 8.38.3 **Monitoring Reviews**

8.38.3.1 Contractor shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Contract-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Contractor as well as the criteria for determining the persons to be served (Clients).

Contractor shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Contractor's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Contract. Contractor shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) shall not unreasonably interfere with Contractor's performance. The requirements of this Subparagraph 8.38 shall also apply to Subcontractors providing Services on behalf of Contractor.

8.38.3.2 County will monitor Contractor's Services provided under this Contract on a regular basis and County may conduct unannounced site visits to ensure Contractor's compliance with this Contract. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Contractor employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Contractor are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

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

8.38.4 **Independent Audit Requirements**

8.38.4.1 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 Contractor'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.), Contractor 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). Contractor shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Contractor shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 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). Contractor shall submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

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

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

8.38.4.4 If, at any time during the term of this Contract or during the authorized retention period of this Contract as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that County's dollar liability for any such Work is less than payments

made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

#### **8.38.5 Failure to Comply With Requirements**

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

#### **8.39 RECYCLED BOND PAPER**

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

#### **8.40 SUBCONTRACTING**

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

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

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

8.40.2.2 A draft copy of the proposed Subcontract.

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

- 8.40.10 Contractor shall adhere to all applicable Federal, State and/or County requirements for the procurement of a Subcontractor(s) and/or vendor services using Contract Sums.
- 8.40.11 In the event County approves Contractor's request to delegate any part of the requirements of this Contract through a Subcontract, all applicable provisions and requirements of this Contract shall be made applicable to such Subcontract. To this end, Contractor shall include the following provision in the Subcontract: This agreement is a Subcontract under the terms of a prime Contract (identified as Contract Number [ @ PO Document Number @ ]) with County of Los Angeles Workforce Development, Aging and Community Services and shall be subject to all of the provisions of such prime Contract. All representations and warranties under this Subcontract shall inure to the benefit of County of Los Angeles.
- 8.40.12 Pursuant to the provisions of this Contract, County has the right to review and consent (or not consent) to Contractor's use of Subcontractors 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 Subcontract shall not be deemed as validation of the procurement method used by Contractor, and only reflects County's approval as to the form of the Subcontract terms and conditions as well as the services being provided under such agreement.
- 8.40.13 When entering into a Subcontract with a qualified organization, Contractor shall maintain documentation that supports/justifies the procurement method and evaluation process used by Contractor to select the qualified vendor for a Subcontract. County's continuing consent to a Subcontract is contingent upon Contractor's assurance that the procurement process was compliant with the requirements noted herein as well as all other Contract requirements, and that the Subcontractor continues to retain staff and infrastructure experienced with providing the necessary services.
- 8.40.14 This Contract and any approved Subcontract are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Contractor executes a Subcontract that is deemed non-compliant with the requirements of this Contract or applicable federal, State, or County regulations, any costs incurred under that Subcontract may be disallowed, resulting in Contractor's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.
- 8.40.15 Contractor shall ensure that any approved Subcontractor(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit DD (California Civil Rights Laws Certification) for Subcontractor(s) as a condition of executing this Contract.

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

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

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 County may terminate this Contract, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

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

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

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

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

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

**8.43 TERMINATION FOR DEFAULT**

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

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this

Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

- 8.43.2 In the event that County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph 8.43.
- 8.43.3 Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

- 8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable

treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

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

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

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

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

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

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

**8.48 VALIDITY**

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

**8.49 WAIVER**

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

**8.50 WARRANTY AGAINST CONTINGENT FEES**

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

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

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

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in



compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

**8.53 TIME OFF FOR VOTING**

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

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

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

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

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

**8.55 INTENTIONALLY OMITTED**

**8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

8.56.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph 8.56 may constitute a material breach of this Contract.

In the event of such material breach, County may, in its sole discretion, terminate this Contract.

#### **8.57 COMPLIANCE WITH COUNTY POLICY OF EQUITY**

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

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

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

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

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

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

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

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

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

- 9.1.3.1 Contractor's staff working on this Contract shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC)

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

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

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

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

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

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

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

proceedings or both (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit O (Charitable Contributions Certification) to County's 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 Contract, Contractor provides Services to County and Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those Services. County and Contractor therefore agree to the terms of Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

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

9.5.1 Contractor may use Contract Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Contractor shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Contract Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

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

#### **9.6 LIMITATION ON CORPORATE ACTS**

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

9.6.2 If, in County's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this

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

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

## **9.7 COUNTY'S PREFERENCE PROGRAM**

### **9.7.1 Local Small Business Enterprise Preference Program**

- 9.7.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise ("LSBE") Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.7.1.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.1.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.1.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and Contractor knew, or should have known, that the information furnished was incorrect or that the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
  - 9.7.1.4.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;
  - 9.7.1.4.2 In addition to the amount described in Subparagraph 9.7.1.4.1 above, Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

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

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

**9.7.2 Social Enterprise Preference Program**

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

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

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

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

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

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

9.7.2.4.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations



of Contractor Non-responsibility and Contractor Debarment).

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

**9.7.3 Disabled Veteran Business Enterprise Preference Program**

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

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

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

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

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

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

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

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

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

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

## **9.9 MODIFICATIONS**

### **9.9.1 Modifications to this Contract**

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

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

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

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

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

9.9.2 **Budget Modifications**

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

9.9.3 **Program Modifications**

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

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

#### **9.10 NEPOTISM**

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

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

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

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

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

9.11.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to

non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

- 9.11.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Subparagraph 9.11.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.
- 9.11.6 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Subparagraph 9.11.
- 9.11.7 All the rights and obligations of this Subparagraph 9.11 shall survive the expiration or termination of this Contract.

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

- 9.12.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
  - 9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - 9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
  - 9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

- 9.12.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.13 PROBATION AND SUSPENSION**

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

### **9.13.2 Probation**

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

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

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

### **9.13.3 Suspension**

- 9.13.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Contractor (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Contractor and any approved Subcontractor(s), if any, (i.e., suspension of Work) or a combination thereof. This Contract may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to

be in County's best interest. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Contractor's adherence to such remedy(ies) during the suspension.

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

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

9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Contractor shall:

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

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

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

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

- 9.13.3.7 All other terms and remedies provided in this Contract, including provisions for Termination, shall remain valid during any period of suspension.
- 9.13.4 In response to the notice of probation or suspension, Contractor shall submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Contractor's Corrective Action Plan shall address all of the deficiencies noted by County.
- 9.13.5 County shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any of Contractor's other contracts with County) when Contractor submits a Corrective Action Plan that is not acceptable to County.
- 9.13.6 Contractor shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Contract upon which County may pursue the remedies for default of Contract, including, but not limited to, reimbursement for all debt collection costs incurred by County.

## **9.14 TRANSITION OF CONTRACT SERVICES**

### **9.14.1 Completion of Contract**

- 9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by County), County will provide Contractor written notice of the time period that Contractor shall allow County or a newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional costs to County. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.
- 9.14.1.2 Contractor shall fulfill all responsibilities required under this Contract including, but not limited to, completing the closeout procedures identified in Subparagraph 9.21.2 (Closeout Reporting Requirements), implementing the approved Transition Plan and performing any other requirement(s) that County deems as reasonably necessary to effectuate the successful transition of Program Services to another Service provider. County shall not be unreasonable in its request(s).

### **9.14.2 Transition Plan**

- 9.14.2.1 If this Contract (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it



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

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

9.14.3 **Elements of the Transition Plan**

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

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

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

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

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

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

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

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

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

**9.14.4 Implementation of the Transition Plan**

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

**9.15 TRAVEL EXPENSES**

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

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

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

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

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

this Contract or other available remedies which shall be determined by County at County's sole discretion.

- 9.16.2 Contractor shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.
- 9.16.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Contractor and any approved Subcontractor(s) operate a drug-free workplace.
- 9.16.4 Contractor shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Contractor shall provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Contractor must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

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

- 9.17.1 In the course of completing the Work and providing Services under this Contract, Contractor shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit EE (Information Security and Privacy Requirements) set forth the requirements for the ITS which Contractor shall use. This Subparagraph 9.17 and Exhibit EE (Information Security and Privacy Requirements) also set forth the security procedures for these systems which Contractor shall have in place by the effective date of this Contract and which Contractor shall maintain throughout the Contract term. They present a minimum standard only. Contractor shall implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Contractor shall also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.
- 9.17.2 Contractor's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Contract, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Contract, to immediately terminate this Contract.
- 9.17.3 **Information Technology Systems - Contract Management System- Contractor's Gateway**

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

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

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

9.17.4.1 **Data Entry**

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

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

the day when the Service(s) is provided to Client). Contractor shall not back-date any data and any attempts to do so may subject Contractor to appropriate remedies as determined by County at County's sole discretion.

#### 9.17.4.2 **Data Records**

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

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

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

#### 9.17.4.3 **MIS Personnel**

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

primary MIS employee contact in the event of his or her absence. Contractor shall ensure that its users do not share their user identification and password information.

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

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

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

9.17.6.2 Contractor shall destroy such County Information Assets by:

9.17.6.2.1 Cross-cut shredding or otherwise destroying paper, film, disk drives or other hard copy media so that 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> 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 Contractor shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

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

9.17.6.5 Subcontractor 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. Subcontractor shall submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

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

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

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

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

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

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

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

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

9.17.7.2 Contractor and any approved Subcontractor shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:

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

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



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

9.17.8 **Software Maintenance and Operational Management**

9.17.8.1 Contractor 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 Contractor and any approved Subcontractor 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 Contractor 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 Contractor 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 Contractor employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc. Contractor and any approved Subcontractor 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 Contractor 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. Contractor 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 Contractor'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 Contractor and any approved Subcontractor shall give written notice to any Client or data subject whose PSCI may have been breached in accordance with HIPAA, the

**9.17.10 Electronic Backups**

9.17.10.1 Contractor and any approved Subcontractor 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. Contractor and any approved Subcontractor shall ensure that all data, files and backup files are encrypted.

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

**9.19 PAYMENT AND PERFORMANCE GUARANTIES**

9.19.1 Throughout the entire term of this Contract, including the original term and any renewals or extensions thereto, County, at its sole discretion, reserves the right to require Contractor 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 Contractor will be required to obtain a Guaranty(ies) when Contractor's performance under this Contract 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 Subcontractors, etc. (i.e., if County determines that Contractor has disallowed costs, unsubstantiated costs, non-payment of Subcontractors, etc. which total twenty-five thousand dollars (\$25,000) or more in potential liability when added together then County will require Contractor to obtain a Payment Guaranty, Performance Guaranty or both).

## 9.19.2 **Payment Guaranty**

- 9.19.2.1 The Payment Guaranty is Contractor's surety/guarantee to County that Contractor shall meet its obligations to faithfully pay any approved Subcontractors 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 Subcontractors who supply labor, materials, services, etc. to Contractor a recourse if they do not get paid by Contractor. In such case, the Payment Guaranty allows Subcontractor to file a claim with the surety company that issued the Guaranty in the event that Contractor does not reimburse the Subcontractor for goods and/or services provided by Subcontractor.
- 9.19.2.2 Contractor acknowledges that County may also make a determination that Contractor's non-payment of any approved Subcontractors is a violation of the terms and conditions of this Contract which may subject Contractor 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 Contractor's surety/guarantee to County that Contractor shall meet its obligations to perform the terms and conditions of the resulting Contract. The purpose of the Performance Guaranty is to provide County a recourse to recover Contract monies which would otherwise be lost due to Contractor's negligent actions. This Performance Guaranty shall provide for the payment of monies to County for transactions which are incurred by Contractor, including but not limited to: liquidated damages, late penalty payments, County's reimbursement, etc. County's determination to require Contractor 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 Contractor shall obtain and maintain a Guaranty(ies), County shall inform Contractor of this requirement and shall provide Contractor at least fifteen (15) days to comply with County's determination. Once Contractor has obtained the required Guaranty(ies), County will re-evaluate the need for Contractor to continue maintaining the Guaranty(ies) for any subsequent Fiscal Year of the Contract term.

9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Contract. However, no additional funding will be allocated to the Contract Sums in order for Contractor to pay for these costs. If Contractor intends to use existing Contract Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Contract Sums which shall be initiated through a budget modification. This budget modification shall be completed and submitted by Contractor for approval by County as

noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget modification, Contractor shall ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Contract even after the Contract Sums are redistributed (i.e., Contractor shall continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

## **9.20 CONTRACT DOCUMENT DELIVERABLES**

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

9.20.1.1 Contract Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

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

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

### **9.20.3 Contract Compliance Documents**

#### **9.20.3.1 Business License**

9.20.3.1.1 When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Contractor shall obtain such license to perform the Services outlined in this Contract.

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

**9.20.3.2 Certificate of Insurance**

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

**9.20.3.3 Fire Department Inspection Report**

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

**9.20.3.4 Public Health Permit**

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

9.20.3.5 **Health Department Inspection Report**

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

9.20.3.6 **Vehicle Smog Certification**

9.20.3.6.1 For each vehicle(s) purchased with the Contract Sum(s) under this Contract and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Contractor shall ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Contractor 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, Contractor 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 Contractor's organization, shall reflect Contractor's current legal name; and, County shall use this document as verification of Contractor's name. In the event there are any amendments or addendums to the articles of incorporation, Contractor shall provide copies of such



amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

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

9.20.4.2 **Board of Directors' Resolution**

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

9.20.4.3 **Board of Directors Roster**

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

9.20.4.4 **Bylaws**

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

9.20.4.5 **Complaint Policies and Procedures**

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

9.20.4.6 **Organization Chart**

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

9.20.4.7 **Subcontract**

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

9.20.4.8 **Tax Exempt Status Letter**

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

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

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

9.20.5 **Reporting Documents**

9.20.5.1 **Cost Allocation Plan**

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

9.20.5.2 **Closeout Report**

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

**9.20.5.3 Other Reporting Documents**

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

**9.21 FISCAL REPORTING REQUIREMENTS**

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

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

9.21.1.2 The Cost Allocation Plan shall adhere to the requirements outlined in the following: County directives (including but not limited to WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Contracts)) which may be obtained at <https://wdacs.lacounty.gov/doing-business-with-wdacs/>, 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 Contractor's organization (i.e., non-profit, for-profit, public/government, etc.).

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

9.21.1.2.3 List of all the funded programs.

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

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

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

- 9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.21.1.3 Every cost included in the Cost Allocation Plan shall be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.
- 9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Contractor shall sign the Cost Allocation Plan and any revisions made thereto.
- 9.21.1.5 By May 1 of each Contract year after the first Contract year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Contract), Contractor shall submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Contract year. In the event that this Cost Allocation Plan methodology must be revised for the following Contract year then Contractor shall submit the revised methodology to County's Compliance Manager by May 1 of the current Contract year. The Cost Allocation Plan methodology may only be revised once during any Contract year.
- 9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Contract term then Contractor shall submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.
- 9.21.1.7 Upon receipt of the revisions made to Contractor's Cost Allocation Plan, County will review these revisions. Neither Contractor's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Contractor's Cost Allocation Plan shall constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Contractor in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Contractor shall take the required actions needed to correct its revisions. Contractor's failure to adhere to County's requirements shall subject Contractor to remedies available under this Contract.

## 9.21.2 Closeout Reporting Requirements

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

accounting/fiscal records (i.e., general ledgers, etc.).

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

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

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

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

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

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

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

- 9.21.3.1.3 Royalties received on patents and copyrights from Contract-supported activities.
- 9.21.3.1.4 Proceeds from the sale of items created under this Contract.
- 9.21.3.2 Contractor shall adhere to the Program Income requirements outlined herein and in Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.
- 9.21.3.3 Contractor shall use Program Income to expand baseline Program Services.
- 9.21.3.4 Contractor shall report Program Income in Budget exhibit(s) and shall expend Program Income under the same terms and conditions as the Contract Sums from which it is generated. The use of Program Income is restricted to the funding source or Service that was provided and contributed towards.
- 9.21.3.5 Program Income shall be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Budget exhibit(s) then County shall recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Contract.
- 9.21.3.6 Contractor shall not use Program Income to meet the match contribution requirement of this Contract.
- 9.21.3.7 Contractor shall provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

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

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

County. Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM#1>. If County cannot access or verify "Active" status for Contractor's DUNS information, which is related to this Contract on the Federal Funding Accountability and Transparency Act Contract Reporting System, County will notify Contractor and Contractor must immediately update the information as required.

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

## **9.23 UNUSUAL OCCURRENCES AND CRIME**

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

## **9.24 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 Contract, Contractor shall comply with all requirements outlined in Exhibit CC (FEMA Provisions). Contractor 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.

## **9.25 AMERICAN RESCUE PLAN ACT REQUIREMENTS**

- 9.25.1 In addition to the above terms and conditions and Exhibit A (Statement of Work), Contractor shall also comply with the following American Rescue Plan Act (ARPA) requirements:



9.25.1.1 **Use of ARPA Funds**

9.25.1.1.1 **ARPA Funds.**

9.25.1.1.1.1 Contractor shall receive a portion of County's allocation of the ARPA Funds to provide ENP Services pursuant to Exhibit A (Statement of Work), Budget exhibit(s) and Mandated Program Services exhibit(s) during the Contract term, in accordance with the terms and conditions set forth in this Contract and Exhibit GG, (American Rescue Plan Act Requirements), attached hereto and incorporated by reference.

9.25.1.1.1.2 In addition to Subparagraph 5.5 (Invoices and Payments), Contractor's invoices shall also comply with the ARP Act, Treasury regulations, guidelines, and instructions, and Contract as it relates to invoicing. any requirements imposed by Exhibit GG, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARPA Funds.

9.25.1.1.1.3 Contractor shall return ARPA Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Contractor is unable to expend the ARPA Funds within the applicable deadlines provided herein; or, (2) Contractor has expended ARPA Funds not in accordance with this

Contract and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively “Treasury Laws and Regulations”).

9.25.1.1.1.4 ARPA Funds provided to Contractor are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Contract and incorporated Exhibits and in accordance with Treasury Laws and Regulations.

9.25.1.1.2 **Expenditures**

9.25.1.1.2.1 ARPA Funds expenditures made by Contractor in connection with this Contract shall be in strict compliance and conformity with Treasury Laws and Regulations. ARPA Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

9.25.1.1.3 **Administration Costs**

9.25.1.1.3.1 Contractor agrees to refund any unused portion of the ARPA Funds, including any interest earned on the ARPA Funds, upon completion or termination of this Contract.

9.25.1.1.4 **Source and Appropriation of ARPA Funds**

9.25.1.1.4.1 County's obligation is payable only and solely from funds appropriated through Treasury, and for the purpose of this Contract. All ARPA Funds appropriated by the Board and in the event the Board has not so appropriated, this Contract will automatically terminate for convenience per this Contract. County will endeavor to notify Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

9.25.1.1.5 **Improper use of ARPA Funds**

9.25.1.1.5.1 Contractor shall only use ARPA Funds in accordance with this Contract and Contractor's improper use of ARPA Funds, as determined by County, or designee, shall constitute a material breach of contract upon which County, or designee, may cancel, terminate or suspend this Contract.

9.25.1.2 **Compliance with Laws**

9.25.1.2.1 Contractor must comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Contract and Treasury Laws and Regulations.

9.25.1.2.2 **County Laws**

9.25.1.2.2.1 Contractor must comply with all applicable County laws and policies.

### 9.25.1.2.3 **Laws, Regulations and Guidelines**

9.25.1.2.3.1 This Contract is subject to and incorporates the terms of the ARP Act; 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Contract and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

### 9.25.1.3 **Reports and Audits**

9.25.1.3.1 Contractor must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of this Contract. Compliance with this Subparagraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:

9.25.1.3.1.1 Contractor will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative

Requirements, Cost Principals, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.

9.25.1.3.1.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Contractor monitoring and management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.

9.25.1.3.2 **Reports**

9.25.1.3.2.1 Contractor shall comply with all reporting requirements by the County, set forth in this Subparagraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Contractor shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Contractor shall submit reports to County in the time and manner as directed by County, unless indicated below.

9.25.1.3.2.2 Contractor shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the ARPA Fund as of the date provided by County; (ii) demonstrate how Contractor expended the ARPA Funds consistent with the use requirements set forth in this Contract; (iii) identify the balance of ARPA Funds not expended; and, (iv) describe a plan for expenditure of unspent ARPA Funds on or before December 31, 2024.

9.25.1.3.2.3 At any time during the term of this Contract, County may, in its sole discretion, request that Contractor provide County with additional progress reports not otherwise identified in this Subparagraph in the form specified by County, to ensure that Contractor is meeting the requirements of this Contract and in accordance with Treasury Laws and Regulations.

9.25.1.3.2.4 Contractor shall provide a certification, in a form provided by County, signed by the Contractor's Authorized Representative, with each report required under this Subparagraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Contract.

9.25.1.3.2.5 Contractor shall maintain supporting documentation

for the reports required by this Subparagraph consistent with the requirements of this Contract.

- (1) A general ledger and subsidiary ledgers used to account for:
  - (a) the receipt of ARPA Funds payments made; and,
  - (b) the disbursements from such ARPA Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;
- (2) Administrative costs incurred related to administration of the ARPA Funds; and,
- (3) Any other documents reasonably requested by County.

9.25.1.3.2.6 Contractor shall provide monthly reports to the County on data related to Services performed under this Contract, as specified by the County, which may include: job creation, grants, outcomes, expenditures, and project-specific metrics by geography or other criteria in relation to this Contract. Contractor understands and agrees to allow the County to include any and all information on the County's website(s), as solely determined by the County.

9.25.1.3.3 **Audits**

9.25.1.3.3.1 County will audit Contractor's use of ARPA

Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. Audits may also be conducted by federal, State, or local funding source agencies.

9.25.1.3.3.2 County, or its authorized representatives, shall, at all times during the term of this Contract, and until March 31, 2032, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Contractor. Contractor's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Contractor's use of ARPA Funds.

9.25.1.3.3.3 A financial audit of Contractor's performance under this Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the ARPA Funds of this Contract cause County to require a special audit, the cost of the



audit at the sole expense of Contractor.

9.25.1.3.4 Failure of Contractor to comply with the requirements of this Subparagraph shall constitute a material breach of this Contract upon which County, through its designee, may cancel, terminate or suspend this Contract.

9.25.1.3.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Contract, Contractor shall refund any misused ARPA Funds, disallowed costs, or ARPA Funds found to be out of compliance with Treasury Laws and Regulations or this Contract, including any interest earned.

9.25.1.4 **Maintenance of Records**

9.25.1.4.1 **Maintenance of Records and Financial Documents**

9.25.1.4.1.1 Contractor shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with Treasury Laws and Regulations. Contractor shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Contractor's use or expenditure of the ARPA Funds and Contractor's compliance with this Contract and Treasury Laws and Regulations. Contractor shall also comply, and shall ensure that its subcontractors comply, with the records

retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.

**9.25.1.4.2 Examination of Records**

9.25.1.4.2.1 In accordance with federal, State, or local law and pursuant to this Contract, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Contractor must make available for examination all of its records and financial documents with respect to all matters covered by this Contract.

**9.25.1.4.3 Records Retention**

9.25.1.4.3.1 Contractor shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the ARPA Funds allocated by County to Contractor during the term of this Contract and up to December 31, 2031 or for a period of five (5) years after final payment is made using ARPA Funds, which ever date is later, in compliance with the Treasury Laws and Regulations on records

retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.

9.25.1.5 **Project Integrity**

9.25.1.5.1 Contractor shall maintain and implement practices to protect the integrity of the ENP Services and the ARPA Funds, and Contractor shall immediately report any suspected or confirmed waste, fraud, or abuse of ARPA Funds under this Contract to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this ENP Services; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this Contract, or information that anyone with decision making responsibility under this Contract has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

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

**COUNTY OF LOS ANGELES**

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

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Legal Name

\_\_\_\_\_  
Contract Number

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

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Signature

**OFFICE OF COUNTY COUNSEL**

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**

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## **1.0 SCOPE OF WORK**

- 1.1.1 County (herein also referred to as the Area Agency on Aging (AAA)), has established the Elderly Nutrition Program (ENP or Program), which consists primarily of Congregate Meal Services and Home-Delivered Meal Services (collectively Services). As further detailed in Section 10.0 (Specific Work Requirements), Contractor shall provide the appropriate Services, which will assist in maintaining and/or improving the physical, psychological, and social well-being of Older Individuals (an adult who is sixty (60) years of age or older) as follows:
- 1.1.2 Provide Services to Older Individuals in greatest economic or social need, with particular attention to low-income, minority individuals.
- 1.1.3 Serve meals that provide one-third (1/3) of the Recommended Dietary Allowances (RDAs) and are safe and of good quality.
- 1.1.4 Promote and maintain high food safety and sanitation standards.
- 1.1.5 Promote good health behaviors through nutrition education and nutrition screening of Clients.
- 1.1.6 Promote or maintain coordination with other nutrition-related supportive Services for Older Individuals.

## **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 Congregate Meal site, Home-Delivered Meal route, Services, or revising hours of Service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent from County, and shall comply with Subparagraph 8.1 (Amendments) of the Contract as applicable.
- 2.2 Contractor shall inform County in writing and receive written County approval at least sixty (60) days prior to relocation of Contractor's office or site location(s).
- 2.3 In addition to the specific work requirements identified in Section 10.0 (Specific Work Requirements), Contractor must submit a written request to County a minimum of sixty (60) days prior to the date that Contractor intends to open a new Congregate Meal site or close any existing Congregate Meal site. Contractor shall not open a new site or close any existing site prior to receiving County's written approval. In the event that opening a new site or closing an existing site is due to an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health,



property or essential public services) that would prevent Contractor from submitting a written request to County sixty (60) days in advance, Contractor shall request County's approval immediately upon occurrence of such emergency. Any new Congregate Meal site must be inspected by the Dietary Administrative Support Services Program (DASSP) (see Exhibit P (Definitions) of the Contract) contractor and a health permit must be obtained before approval is granted by County at County's sole discretion.

- 2.4 In addition to the specific work requirements identified in Section 10.0 (Specific Work Requirements), Contractor must submit a written request to County a minimum of sixty (60) days prior to the date that Contractor intends to establish a new Home-Delivered Meal route or terminate any existing Home-Delivered Meal route. Contractor shall not establish a new route or terminate any existing route prior to receiving County's written approval. In the event that establishing a new route or terminating an existing route is due to an emergency (as defined in Subsection 2.3) that would prevent Contractor from submitting a written request to County sixty (60) days in advance, Contractor shall request County's approval immediately upon occurrence of such emergency.
- 2.5 In addition to the specific work requirements identified in Section 10.0 (Specific Work Requirements), Contractor shall provide the identity of each designated Community Focal Point as specified in OAA Section 102 (a)(21) and Title 42 United States Code Section 3026(a)(3)(A)) as directed by County's Program Manager. Contractor shall identify or update the designated Community Focal Point site locations, as needed. A complete list of Community Focal Points is provided in Attachment 3 (Community Focal Points).
- 2.6 Specific tasks and Work hours shall not be modified or terminated throughout the entire Contract term. Should an emergency arise, Contractor'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 Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Contract. The Quality Control Plan shall be submitted to County's Compliance Manager for review every six (6) months or more frequently as imposed by County. The plan shall include, but may not be limited to the following:
  - 3.1.1 Method of monitoring to ensure that Contract requirements are being met.
  - 3.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first

identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

#### **4.0 QUALITY ASSURANCE PLAN**

4.1 County maintains the unlimited right to evaluate/monitor Contractor's performance under the Contract using the quality assurance procedures as defined in Subparagraph 8.15 (County's Quality Assurance Plan) of this Contract. Such rights shall also extend to Federal Representatives and State Representatives with Program oversight.

#### **4.2 Meetings**

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

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

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

#### **4.3 Contract Discrepancy Report**

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

4.3.2 County's Compliance Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this report, Contractor shall respond in writing to County's Compliance Manager within the timeframe designated by County, acknowledging the reported discrepancies or presenting contrary

evidence. A plan for correction of all deficiencies identified in the report shall be submitted to County's Compliance Manager as prescribed by County.

#### **4.4 County Observations**

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

#### **4.5 County's Needs Assessment**

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

### **5.0 DEFINITIONS**

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

### **6.0 RESPONSIBILITIES**

#### **6.1 County's Personnel**

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

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

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

6.1.1.3 Preparing Amendments in accordance with the Contract, Subparagraph 8.1 (Amendments).

6.1.2 County will notify Contractor in writing of any change in the names or addresses shown.

## 6.2 Intentionally Omitted

## 6.3 Contractor's Personnel

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

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

6.3.3 Contractor shall always have a Staff member that speaks and understands English and has the authority to act on behalf of Contractor in every detail available during normal business hours.

6.3.4 Contractor shall be required to conduct a background check on its Employees as set forth in Subparagraph 7.5 (Background and Security Investigations) of the Contract. Contractor shall also be required to conduct a background check on any Volunteer, including volunteer Home-Delivered Meal Driver(s), who has direct Client contact and has access to the Client's personal information and/or case file.

6.3.5 Contractor shall notify County of any significant personnel change(s) and shall fill vacancies for critical positions within ten (10) days.

### 6.3.6 Project Manager

6.3.6.1 Contractor shall have a Project Manager or designated alternate who will serve as coordinator/liaison for all Services. This requirement shall be met through the designation of either a full-time or part-time position. County must have access to Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where Project Manager may be reached on a twenty-four (24) hours per day basis.

- 6.3.6.2 Contractor shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Contractor shall immediately fill the position with a temporary replacement who can perform the duties of the Project Manager and shall fill the position with a permanent qualified person within ten (10) days.
- 6.3.6.3 Project Manager or his/her alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.
- 6.3.6.4 Project Manager will plan, organize, and direct all administrative and Program activities related to this Contract. Project Manager will define the lines of authority and will develop the roles and parameters of responsibility for 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 ENP are conveyed to the appropriate personnel. Project Manager or his/her alternate shall oversee all the daily Contract activities.
- 6.3.6.6 **Minimum Required Education, Experience and Qualifications**
  - 6.3.6.6.1 Bachelor's Degree from an accredited university.
  - 6.3.6.6.2 A minimum of five (5) years of experience in food service or a related field.
  - 6.3.6.6.3 Demonstrable problem-solving skills and experience.
  - 6.3.6.6.4 Ability to explain administrative goals, policies, and procedures, and assist Staff in adjusting to changes that occur.
  - 6.3.6.6.5 Ability to evaluate the performance of Food Service Manager(s) and Site Manager(s) based on established criteria.

- 6.3.6.6.6 Expertise in the provision of social services to Older Individuals.
- 6.3.6.6.7 Successful completion of basic training in Hazard Analysis Critical Control Point principles within six (6) months of being hired.
- 6.3.6.6.8 Current certification as a Food Protection Manager by the National Restaurant Association-ServSafe® or other recognized organization, or certification within six (6) months of being hired.
- 6.3.6.6.9 Ability to effectively speak, read, and write fluently in English.

**6.3.7 Food Service Manager**

6.3.7.1 When Contractor operates a central kitchen to provide Client meals, Contractor shall employ a Food Service Manager who shall oversee the daily food service operations at each central kitchen, both managerial and administrative, of the ENP (see Subsection 10.12 (Central Kitchen/Caterer) for central kitchen/caterer requirements).

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

6.3.7.2.1 Current certification as a Food Protection Manager by the National Restaurant Association-ServSafe® or other recognized organization.

6.3.7.2.2 Successful completion of basic training in Hazard Analysis Critical Control Point principles, and within six (6) months of being hired, shall meet one (1) of the criteria listed below:

6.3.7.2.2.1 Associate's Degree in institutional food service management or a

closely related field such as, but not limited to, restaurant management, plus two (2) years of experience as a food service supervisor.

6.3.7.2.2.2 Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire, successful completion of a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at the college level. Prior to the completion of the required hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian.

6.3.7.2.2.3 Two (2) years of experience managing food services. Such experience shall be verified by

County prior to hire.

6.3.7.2.3 Must be able to speak, read, and write fluently in English.

6.3.7.2.4 Bilingual English/Spanish fluency is desirable.

**6.3.8 Site Manager**

6.3.8.1 When Contractor provides Congregate Meal Services, Contractor shall have a Site Manager(s) at each Congregate Meal site to oversee all of the daily activities. The Site Manager shall physically remain at the site during the times that Congregate Meal Services occur.

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

6.3.8.2.1 Certification as a Food Protection Manager by the National Restaurant Association-ServSafe®, or other recognized organization within six (6) months of being hired.

6.3.8.2.2 Demonstrated ability to treat Clients and Clients' family members with respect and dignity.

6.3.8.2.3 Must be able to speak, read, and write fluently in English.

6.3.8.2.4 Bilingual English/Spanish fluency is desirable.

**6.3.9 Home-Delivered Meal Case Worker**

6.3.9.1 When Contractor provides Home-Delivered Meal Services, Contractor shall have a Home-Delivered Meal Service Case Worker(s).

6.3.9.2 Under the direction of Project Manager, Home-Delivered Meal Service Case Worker will conduct an in-home evaluation of a Client's needs and identify the Activities of Daily Living, Instrumental Activities of Daily Living, and other limitations that impede independent living. Home-Delivered Meal



Service Case Worker shall make recommendations and referrals as appropriate to other service organizations, giving priority to AAA-funded Programs.

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

6.3.9.3.1 Bachelor's Degree in human services, or two (2) years of full-time paid or volunteer experience in homecare or a related field.

6.3.9.3.2 Demonstrated ability to communicate effectively with Clients and Clients' family members.

6.3.9.3.3 Demonstrated ability to treat Clients and Clients' family members with respect and dignity.

6.3.9.3.4 Must be able to speak, read, and write fluently in English.

6.3.9.3.5 Bilingual English/Spanish fluency is desirable.

6.3.10 **Home-Delivered Meal Coordinator**

6.3.10.1 When Contractor provides Home-Delivered Meal Services, Contractor shall have a Home-Delivered Meal Coordinator(s) to coordinate and oversee all Home-Delivered Meal routes. Home-Delivered Meal Coordinator must attend all quarterly in-service training sessions provided by DASSP contractor's registered dietitian.

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

6.3.10.2.1 Certification as a Food Protection Manager by the National Restaurant Association-ServSafe® or other recognized organization within six (6) months of being hired.

- 6.3.10.2.2 Demonstrated ability to treat Clients and Clients' family members with respect and dignity.
- 6.3.10.2.3 Must be able to speak, read, and write fluently in English.
- 6.3.10.2.4 Bilingual English/Spanish fluency is desirable.

**6.3.11 Home-Delivered Meal Driver(s)**

- 6.3.11.1 When Contractor provides Home-Delivered Meal Services, Contractor shall have a Home-Delivered Meal Service Driver(s) who shall have a current, valid, and appropriate California Driver's License and current, valid vehicle insurance in compliance with Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage) of the Contract.
- 6.3.11.2 Home-Delivered Meal Service Driver shall be properly trained in food handling as described in Subsection 10.3.6. and shall attend trainings conducted by DASSP contractor as appropriate.
- 6.3.11.3 Demonstrated ability to treat Clients and Clients' family members with respect and dignity.
- 6.3.11.4 Bilingual English/Spanish fluency is desirable.

**6.3.12 Other Staff**

- 6.3.12.1 **Senior Community Service Employment Program Title V Participants**
  - 6.3.12.1.1 Contractor shall utilize the services of Senior Community Service Employment Program (SCSEP) Title V Participants at Congregate Meal sites whenever possible.
  - 6.3.12.1.2 SCSEP Title V Participants must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

6.3.12.1.3 Contractor shall conduct a background check on any SCSEP Title V Participant that has direct Client contact and has access to the Client's personal information and/or case file. Contractor is not required to conduct a background check on SCSEP Title V Participants who only assist in serving meals at the Congregate site.

6.3.12.2 **Volunteers**

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

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

6.3.12.2.3 If possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for Volunteers or Clients in a community service setting (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service (CNCS) (see Exhibit P (Definitions) of the Contract).

6.3.12.2.4 Contractor shall conduct a background check on any Volunteer that has direct contact with Client and has access to the Client's personal information

and/or case file. Contractor is not required to conduct a background check on Volunteers who only assist in serving meals at the Congregate site.

### 6.3.13 **Caterer**

6.3.13.1 When Contractor will not use a central kitchen as the sole means of preparing meals, Contractor shall use a Caterer, which meets the minimum required education, experience, and qualifications outlined for the Food Service Manager as stated in Subsection 6.3.8 (Food Service Manager).

6.3.13.2 Caterer's facility must be licensed and shall be inspected and approved by the DASSP contractor for placement on County's list of Approved Caterers. County must grant final approval of County list of Approved Caterers prior to utilization by Contractor.

## 6.4 **Identification Badges**

6.4.1 Contractor shall ensure that its Staff are appropriately identified as set forth in the Contract, Subparagraph 7.4 (Contractor's Staff Identification).

## 6.5 **Materials and Equipment**

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

6.5.2 Contractor 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 Health and Safety Administration (OSHA) standards.

#### **6.5.4 Use of Personal Protective Equipment**

6.5.4.1 In addition to using food preparation materials, safety gear, etc., Contractor 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 Contractor shall provide training programs for all new Staff and continue in-service training for all existing Staff. Training shall include, but is not limited to, the provision of an orientation to all new Staff. Contractor shall ensure that Staff, both existing and new, are properly trained in all areas related to providing Services.

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

6.6.3 Contractor shall ensure that food service staff (including Congregate Meal and Home-Delivered Meal staff and Volunteers) attend a minimum of four (4) hours of mandatory in-service training annually developed and provided by DASSP contractor's registered dietitian.

6.6.4 Training sessions conducted by Contractor shall be evaluated by those receiving the training.

6.6.5 Contractor shall maintain written documentation of all training, including agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets, which include both a name and a signature of attendees. Upon request, Contractor shall make training records available for inspection by representatives from the State, County, and DASSP contractor.

6.6.6 Contractor shall ensure that all appropriate Staff attend all training sessions as required by County, held at a County facility, at another site, or online as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, Contractor's designated Employee represents Contractor at each training session. At Contractor's own

expense, Contractor may elect to attend educational training opportunities outside of Los Angeles County that Contractor reasonably deems to be beneficial for the delivery of Services, as well as other trainings designated by County.

6.6.7 Contractor 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. Contractor shall be given advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary.

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

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

6.6.10 **Security Awareness Training**

6.6.10.1 Contractor shall ensure that Staff who handle confidential, sensitive, or personal identifying information relating to ENP 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 Contract or within thirty (30) days of the start date of any new Staff who work under the Contract.

6.6.10.2 Contractor shall complete the Security Awareness Training module on an annual basis. Certificates of completion must be maintained on file and provided to County or State representatives upon request.

6.7 **Contractor's Office**

6.7.1 Contractor shall maintain a physical office in Los Angeles County where Contractor conducts business. Contractor's office shall have an active telephone line. The office shall be open at a minimum during normal business hours and shall be staffed by at least one (1) Employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed during

non-business hours, Contractor shall utilize an answering service to receive calls. Contractor shall respond to calls received by the answering service within forty-eight (48) hours of receipt of the call. Contractor shall always have an Employee with the authority to act on behalf of Contractor available during normal business hours.

- 6.7.2 Contractor shall publicly display the days and hours of operation for the provision of Services at all Contractor office locations/sites. Contractor shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).
- 6.7.3 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.
- 6.7.4 Contractor shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including but not limited to, rodents and insects. Contractor shall utilize the services of a certified/licensed pest control company are obtained to fumigate the premises and perform pest control services on a monthly basis. Contractor acknowledges a licensed pest control operator is the only person that can use products/or chemicals in the facility that are deemed acceptable for a commercial kitchen/foodservice facility.
- 6.7.5 Contractor shall ensure that Integrated Pest Management (IPM) practices are implemented to provide a pest free environment. IPM practices include but are not limited to:
  - 6.7.5.1 Keep garbage tightly covered and remove from kitchen and dining area quickly and properly.
  - 6.7.5.2 Properly store all food and supplies.
  - 6.7.5.3 Check all food and supplies entering the building.
  - 6.7.5.4 Eliminate plumbing leaks and correct other sources of moisture.

- 6.7.5.5 Increase ventilation where condensation is a problem.
  - 6.7.5.6 Seal cracks and other openings to the outside.
  - 6.7.5.7 Remove trash and stored items outside of the building such as, stacks of lumber or firewood that provide hiding places for cockroaches and rodents.
  - 6.7.5.8 Vacuum cracks and crevices to remove food and debris.
  - 6.7.5.9 Ensure that surfaces where food or beverages have been spilled are cleaned up immediately.
  - 6.7.5.10 Keep cleaning equipment (e.g., mops, sponges, cloths) dry and properly stored.
  - 6.7.5.11 Keep toilets and restrooms cleaned and sanitized.
  - 6.7.5.12 Keep break areas clean and store personal food in closed containers.
  - 6.7.5.13 Report building maintenance issues such as holes in walls, torn window screens, or openings in door jams to management/Project Manager for repair.
  - 6.7.5.14 Use traps and baits to monitor the pest population.
- 6.7.6 When pests are discovered, Contractor shall ensure that the Congregate Meal site, catering site or central kitchen is fumigated upon notification of the sighting to eliminate the pests and shall begin weekly IPM pest control activities. In doing so, Contractor shall ensure that:
- 6.7.6.1 Project Manager or his/her designee will contact the Congregate Meal site catering site or central kitchen staff (park supervisor, Center Director, site manager, etc.) and request that a certified/licensed pest control company be contacted to fumigate the site. Contractor shall work with the certified/licensed pest control company to determine the best method to use for each Congregate Meal site, catering site or central kitchen based upon the products/chemicals used and severity of the infestation.
  - 6.7.6.2 Project Manager or his/her designee shall notify County's Compliance Manager and Program Analyst, and shall also notify the Congregate Meal



site, catering site, or central kitchen site's designated DASSP contractor's registered dietitian of the pest sighting.

6.7.6.3 The Congregate Meal site kitchen, catering site kitchen, or central kitchen site kitchen will be immediately closed, and pre-packaged meals will be served to all Clients until the site has been fumigated, cleaned, sanitized, and inspected by DASSP contractor's registered dietitian and cleared to resume regular Congregate Meal Services.

6.7.7 Contractor shall be responsible for ensuring that IPM weekly pest control activities are conducted at sites where pests have been observed until the site has been re-inspected and cleared by DASSP contractor's registered dietitian to resume regular meal service. Weekly IPM pest control activities are to be completed on Fridays after meal service, or Saturdays to ensure that regular meal services resume on Monday with no disruption in meal services.

6.7.7.1 If no pests are found during the re-inspection by DASSP contractor's registered dietitian and all repairs/conditions have been met to resume regular meal service at the Congregate Meal site, catering site, or central kitchen, Contractor may request a waiver to resume monthly fumigation and pest control services. However, if pests are observed at the Congregate Meal, catering, or central kitchen site at any time for a period of three (3) months or ninety (90) days after the re-inspection, Contractor shall resume weekly IPM pest control activities for a period three (3) months or ninety (90) days after the site has had a second re-inspection and clearance to resume regular meal service.

6.7.7.2 If pests are observed by DASSP contractor's registered dietitian during the re-inspection, and/or requested repairs have not been made, Contractor shall ensure that the site is re-fumigated and weekly IPM activities are conducted for a period of three (3) months or ninety (90) days after the Congregate Meal, catering or central kitchen site has had a second re-inspection and clearance by DASSP contractor's registered dietitian to resume regular meal service. Contractor may ask for a waiver to resume monthly fumigation and pest control services after the ninety (90) day waiting period if

there are no additional pest sightings and all other IPM activities have been met.

- 6.7.8 Congregate Meal, catering or central kitchen sites are considered to have severe infestations if they continue to have pest sightings after weekly IPM activities and two fumigations. Contractor shall ensure that these sites continue weekly IPM activities for a period of six (6) months or 180 days after the site has been re-inspected and cleared by DASSP contractor's registered dietitian to resume regular meal service. Contractor may ask for a waiver to resume monthly fumigation and pest control services after the 180-day waiting period if there are no additional pest sightings and all other IPM activities have been met.
- 6.7.9 Any Congregate Meal, catering, or central kitchen site that has pest control issues shall keep a Weekly Log of their pest control activities using the IPM approach until a waiver to resume monthly fumigation and pest control services is granted.
- 6.7.10 Contractor shall adhere to regulations/instructions in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Contractor shall keep written Pest Control Reports and weekly pest control activity logs on file and made available for review by County and DASSP contractor.
  - 6.7.10.1 Points will be deducted by the DASSP contractor's registered dietitian on their monthly site audit report, whether or not the registered dietitian is present, if pests are observed in the following locations:
    - 6.7.10.1.1 Food preparation
    - 6.7.10.1.2 Food storage
    - 6.7.10.1.3 Ware washing areas
    - 6.7.10.1.4 Indoor Client dining areas
    - 6.7.10.1.5 Restrooms
    - 6.7.10.1.6 Any area adjacent to the above cited locations that would compromise the food preparation and/or storage facility
- 6.7.11 Contractor shall observe all applicable local, State, and Federal health and safety standards. Contractor shall ensure that all Clients and all Staff who are in a position not covered under the

Occupational Health and Safety Act of 1970, as amended (Title 29 United States Code 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 Contractor Staff**

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

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

- 7.1 Contractor shall provide Services and be available to all Clients, potential Clients, and referral sources, as well as County representatives at a minimum during normal business hours. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays).
- 7.2 For any site closure, disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs, religious holidays, etc.), or any deviation from the traditional Monday through Friday schedule of Services, days, or times, Contractor 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. The meal service must be available all weekdays and at minimum three (3) days per week at any one site.

- 7.3 Contractor must make arrangements for meals to be provided to Clients to cover all days that sites are closed during non-County recognized holidays. Contractor shall also ensure that all Home-Delivered Meal Clients receive meals for days that Contractor is closed for non-County recognized holidays.
- 7.4 Contractor's staff shall provide personal telephone contact with Clients, potential Clients, and County, during Contractor's hours of operation. Contractor shall also ensure that each office location has a telephone answering machine or voice mail system in place during non-business hours. Contractor's staff shall check and respond to all messages in a timely manner but not to exceed forty-eight (48) hours within receipt of the call.

## **8.0 WORK SCHEDULES**

- 8.1 Contractor shall submit a work schedule for each site to County's Program Manager within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to County's Program Manager for review and approval within fourteen (14) business 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/her designee may authorize Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of nature, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, at its sole discretion, County may request that Contractor provide Services beyond normal business hours.
- 9.2 Prior to performing any unscheduled work, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Contractor's estimate, County's Program Manager or his/her designee must approve the excess cost. In any case, no unscheduled work shall commence without County's prior written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor 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. Contractor shall submit

an invoice to County's Contract Manager within five (5) business days after completion of the work.

- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another contractor.

## **10.0 SPECIFIC WORK REQUIREMENTS**

### **10.1 General ENP Requirements**

10.1.1 Contractor shall provide Services as described within this Statement of Work, the Contract terms and conditions, and the following regulations:

- 10.1.1.1 Older Americans Act reauthorized (OAA) (Title 42 United States Code Section 3001 et seq.)
- 10.1.1.2 Code of Federal Regulations (45 CFR 1321 et seq.)
- 10.1.1.3 California Code of Regulations (CCR) Title 22 California Code of Regulations Section 7000 et seq.
- 10.1.1.4 Older Californians Act (OCA)
- 10.1.1.5 Welfare and Institutions Code (WIC) Section 9000 et seq.
- 10.1.1.6 California Business and Professions Code, Sections 2585 and 2586
- 10.1.1.7 California Retail Food Code (California Health and Safety Code Section 113700 et seq.)
- 10.1.1.8 Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual

10.1.2 Contractor shall provide meals, meeting the criteria further described in this Section 10.0, to Clients.

- 10.1.2.1 Each meal shall provide a minimum of one-third (1/3) of the current Dietary Reference Intakes established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences for the elderly population, and follow the most recent Dietary Guidelines for Americans published by the United States Department of

Health and Human Services and the United States Department of Agriculture (USDA). The meal pattern must also follow the guidelines established by County, as updated and distributed annually.

10.1.2.2 Each meal provided by Contractor shall comply with applicable provisions of State and/or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to Clients as well as satisfy all the requirements of Title 22 California Code of Regulations Section 7638.5 and safety standards as written in the current California Retail Food Code (California Health and Safety Code Section 113700 et seq.) and all standards as identified in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.1.2.3 Contractor shall provide meals to Clients in a sanitary manner to assure absence of contamination. When Contractor provides Home-Delivered Meals to any Client, those meals shall be packaged to assure temperature control.

10.1.3 Contractor must serve a minimum of one (1) meal per day, five (5) or more days per week per Client. Meals must be provided a minimum of 249 days per Fiscal Year. Contractor must obtain prior written approval from County in order to provide meals on a reduced frequency.

10.1.4 **Providing Services at ENP Meal Sites and Routes**

10.1.4.1 Contractor shall provide Services for each Congregate Meal site that is indicated in Attachment 8 (Site Summary) as well as Exhibit X (Mandated Program Services) of the Contract.

10.1.4.2 Contractor shall provide Services for each Home-Delivered Meal route that is indicated in Attachment 10 (Route Summary) as well as Exhibit X (Mandated Program Services) of the Contract.

10.1.4.3 Contractor shall complete Attachment 8 (Site Summary) for the Congregate Meal Program and shall adhere to the requirements outlined in Attachment 9 (Guidelines for Developing Site Summary) when completing this Attachment.

- 10.1.4.4 Contractor shall complete Attachment 10 (Route Summary) for the Home-Delivered Meal Program and shall adhere to the requirements outlined in Attachment 11 (Guidelines for Developing Route Summary) when completing this Attachment.
- 10.1.4.5 Contractor shall submit these Attachments to County's Program Manager in the time and manner as indicated in Subparagraph 9.20 (Contract Document Deliverables) of the Contract.
- 10.1.5 **Minimum Services for Vulnerable and High-Risk Clients**
  - 10.1.5.1 Contractor shall determine the Nutritional Risk Score for each Client using the factors established in Attachment 4 (Universal Intake Form), Section 5 (Nutritional Risk Factors). For each Fiscal Year of the Contract, in addition to the other Work requirements included herein, Contractor shall ensure that ENP Services are provided to Vulnerable and High-Risk Clients, as determined by each Client's Nutritional Risk Score, as defined in Exhibit P (Definitions), as follows:
    - 10.1.5.1.1 Congregate Meal Services: No less than twenty-one percent (21%) of those Clients receiving Congregate Meal Services shall have a Nutritional Risk Score of six (6) or above.
    - 10.1.5.1.2 Home-Delivered Meal Services: No less than sixty-five percent (65%) of those Clients receiving Home-Delivered Meal Services shall have a Nutritional Risk Score of six (6) or above.
- 10.1.6 Contractor shall input a record of all Services delivered including the actual number of meals served per Client per day, Telephone Reassurance contact with Clients, Initial Assessments, Reassessments, and all other Client contacts in the Management Information System. (See Exhibit P (Definitions) of the Contract)
- 10.1.7 Contractor shall input a record of all non-delivered Congregate Meals in the Management Information System for the purpose of tracking unmet needs. Contractor shall not deny a meal to a

Congregate Meal Client unless all other alternate funding options have been exhausted.

- 10.1.8 Contractor shall also enter into the Management Information System all information which the AAA requires (e.g. Nutrition Risk Score, Activities of Daily Living, Instrumental Activities of Daily Living, and demographic information) in order to meet its planning, coordination, evaluation and reporting requirements. This includes requests to complete missing mandatory fields in the Management Information System.
- 10.1.9 Contractor shall not deny the serving of a meal to a Client who has failed to make a reservation when food is available.
- 10.1.10 Where feasible and appropriate, Contractor must make arrangements for the availability of a minimum of three (3) meals to Clients during a major disaster, as defined in Title 42 United States Code Section 5122(2).
- 10.1.11 Contractor shall prepare a menu of the meals to be served at each Congregate Meal site. Contractor shall ensure that its menus:
  - 10.1.11.1 Conform to the menu planning and nutrition standards of County and CDA. Contractor shall review, utilize, and adhere to Menu Writing Specifications and Requirements as revised annually by County and CDA.
  - 10.1.11.2 Are approved by DASSP contractor's registered dietitian prior to submission for certification by DASSP contractor's lead registered dietitian and County. Menus must be certified annually.
  - 10.1.11.3 Are planned for a minimum of five (5) weeks.
  - 10.1.11.4 Are posted weekly in the kitchen at each Congregate Meal site.
  - 10.1.11.5 Are posted monthly at each Congregate Meal site dining room in a location easily seen by Clients.
  - 10.1.11.6 Are legible and easy to read in English and the language of the majority of the Clients.
  - 10.1.11.7 Reflect cultural and ethnic dietary needs of Clients, when feasible and appropriate.
  - 10.1.11.8 Adhere to a low sodium content with a target of 500 mg to 750 mg sodium per meal. Catered ethnic



menus may exceed sodium target with DASSP contractor's registered dietitian approval.

- 10.1.12 To the maximum extent practicable, each meal may be adjusted to meet any special dietary needs of Clients, including any culturally sensitive meal requirements. Special dietary menu variations must be approved by DASSP contractor's registered dietitian.

## 10.2 Congregate Meal Services Requirements

- 10.2.1 Contractor shall provide Congregate Meal Services, which include the procurement, preparation, transportation, and serving of nutritious meals to Older Individuals, who meet the criteria identified in Subsection 10.2.2 (Eligibility for Congregate Meal Services), in a group setting at strategically located sites. These Services are intended to reduce hunger and food insecurity, to maintain or improve the physical and social well-being of Older Individuals, and to promote the health and well-being of Older Individuals by assisting them to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

### 10.2.2 Eligibility for Congregate Meal Services

- 10.2.2.1 Individuals are eligible to become Clients and receive Congregate Meal Services at a Congregate Meal site, a location where meals are served, when they meet at least one (1) of the following criteria:

- 10.2.2.1.1 An Older Individual (an adult who is sixty (60) years of age or older).

- 10.2.2.1.2 The spouse of any Older Individual who accompanies the Older Individual (who participates in the Program) to the Congregate Meal site.

- 10.2.2.1.3 A person with a disability, under age sixty (60), who resides in a housing facility at which Congregate Meal Services are provided, and which is occupied primarily by Older Individuals.

- 10.2.2.1.4 A disabled individual who resides at home with and accompanies an

Older Individual (who participates in the Program) to the Congregate Meal site. Disability is a condition 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:

- 10.2.2.1.4.1 Self-care
- 10.2.2.1.4.2 Receptive and expressive language
- 10.2.2.1.4.3 Learning
- 10.2.2.1.4.4 Mobility
- 10.2.2.1.4.5 Self-direction
- 10.2.2.1.4.6 Capacity for independent living
- 10.2.2.1.4.7 Economic self-sufficiency
- 10.2.2.1.4.8 Cognitive functioning
- 10.2.2.1.4.9 Emotional adjustment

### 10.2.3 Eligibility for Volunteer Meals

- 10.2.3.1 Contractor shall develop a written policy for providing and accounting for meals served to Volunteers under age sixty (60).
- 10.2.3.2 Volunteers are eligible to receive an ENP meal under the following criteria:
  - 10.2.3.2.1 A Volunteer who is under sixty (60) years of age may be offered a meal if doing so will not deprive an Older Individual of a meal.
  - 10.2.3.2.2 A Volunteer who is sixty (60) years of age or older meets the age eligibility criteria to be registered

to receive meals from a Congregate Meal site.

**10.2.4 Client Assessment for Congregate Meal Services**

**10.2.4.1 Congregate Meal Initial Assessment Requirements of Potential Client**

10.2.4.1.1 Contractor shall complete an Initial Assessment to determine potential Client's eligibility either two (2) weeks before or two (2) weeks after potential Client's Congregate Meal Services first begin by using Attachment 4 (Universal Intake Form) as provided annually by County. Contractor shall complete the following information on the Universal Intake Form for the potential Client:

- 10.2.4.1.1.1 Name
- 10.2.4.1.1.2 Address
- 10.2.4.1.1.3 Date of Birth
- 10.2.4.1.1.4 Gender
- 10.2.4.1.1.5 Sexual Orientation and Gender Identity (SOGI)
- 10.2.4.1.1.6 Veteran Status
- 10.2.4.1.1.7 Race/Ethnicity
- 10.2.4.1.1.8 Relationship Status
- 10.2.4.1.1.9 Type of Residence (house, apartment, etc.)
- 10.2.4.1.1.10 Living Arrangement (alone/not alone)
- 10.2.4.1.1.11 Rural

- 10.2.4.1.1.12 Designation/Unincorporated City
- 10.2.4.1.1.13 Receive In-Home Supportive Services
- 10.2.4.1.1.14 Income Status (which shall be identified as at, above, or below the Administration on Community Living (ACL) Federal Poverty Guidelines)
- 10.2.4.1.1.15 Primary Language Spoken
- 10.2.4.1.1.16 Nutritional Risk Score (utilizing the Nutrition Screening Initiative Checklist)
- 10.2.4.1.1.17 Activities of Daily Living/Instrumental Activities of Daily Living

10.2.4.1.2 Contractor shall enter the Client's Initial Assessment data into the Management Information System within two (2) weeks of the initial contact with the client and prior to the date that the Client begins receiving ENP Services. The Initial Assessment will be considered incomplete if any of the data listed above is missing.

10.2.4.1.3 Contractor shall assign an Employee to have the primary responsibility for Client data entry into Management Information System. This person will be the

primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up Employee must be designated to act on behalf of the primary Management Information System contact person in the event of his or her absence.

10.2.4.1.4 Contractor shall inform County of the name of the Contractor's Management Information System Employee and back-up Employee at the start of this Contract and within two (2) weeks of any reassignment or substitution. Only those Contractor Employees who have been designated by Contractor and assigned a password by County shall be allowed to access Management Information System.

10.2.4.1.5 Contractor shall work with the DASSP contractor identified in the AAA Provider List (as provided by County on an annual basis) to refer Clients that Contractor has assessed as diabetic, and/or have a high nutrition risk score of ten (10) or higher, or a nutrition risk score of six (6) to nine (9) and meet a secondary criteria, according to the National Screening Initiative Checklist (refer to Subsection 10.9 (Mandatory Coordination with Dietary Administrative Support Services Program Contractor)).

10.2.4.1.6 Contractor must include a written record of each Client's Initial Assessment, any Reassessment (as described in Subsection 10.2.4.2 (Congregate Meal

Reassessment Requirements)), and any other updates in the Client's file.

10.2.4.1.7 Contractor shall assist Clients in taking advantage of benefits under other supportive services programs (e.g., Title 45 Code of Federal Regulations Section 1321.65(f)), and Contractor shall provide referral(s) to these programs as necessary.

10.2.4.2 **Congregate Meal Reassessment Requirements**

10.2.4.2.1 Contractor shall conduct a Reassessment by completing a new Attachment 4 (Universal Intake Form) as described in Subsection 10.2.4.1 (Congregate Meal Initial Assessment Requirements of Potential Client). A Reassessment shall be performed annually for each Client and entered into the Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year.

10.2.4.2.2 Contractor shall enter the Client's Reassessment data into the Management Information System within two (2) weeks of completing the Reassessment.

10.2.5 Meal delivery to the Congregate Meal site requires that Contractor:

10.2.5.1 Must ship hot food to Congregate Meal site(s) in insulated containers, heated containers, or heated trucks to maintain a temperature of one hundred forty degrees Fahrenheit (140°F) or above.

10.2.5.2 Must ship cold food to Congregate Meal site(s) in ice chests, insulated containers, or refrigerated

trucks to maintain a temperature of forty-one degrees Fahrenheit (41°F) or below. Cold food shall not come in contact with ice.

10.2.5.3 Must ship frozen food to Congregate Meal site(s) in an ice chest with ice, ice blanket or blue ice to maintain a solid, frozen state. Ice cream shall be at or below temperatures of seven to ten degrees Fahrenheit (7° - 10°F).

10.2.5.4 May ship bread, whole fruits, cookies, cakes, and other non-potentially hazardous foods to Congregate Meal site(s) at room temperature.

10.2.5.5 Temperatures of all hot, cold, and frozen foods must be taken upon delivery to the Congregate Meal site and annotated on a food delivery sheet as instructed in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.2.6 Meal Service requires that Contractor shall:

10.2.6.1 Maintain hot food hot, as described in Subsection 10.2.5.1, for a maximum of three (3) hours from the completion of cooking at the central kitchen to the completion of service at the Congregate Meal site.

10.2.6.2 Maintain hot food hot, as described in Subsection 10.2.5.1, for a maximum of two (2) hours at the Congregate Meal site.

10.2.6.3 Serve meals at a regularly scheduled time at each Congregate Meal site.

10.2.6.4 Follow the provisions of "Offer Versus Serve" as found in Title 7 Code of Federal Regulations Part 226.20(p).

10.2.6.5 Ensure each Congregate Meal site maintains a minimum participation of at least fifteen (15) Clients per day. Contractor may submit a written request to County for a waiver to deviate from this requirement.

10.2.6.6 Each meal shall be served in a Congregate Meal site facility that complies with the Americans with Disabilities Act (ADA) of 1990, as amended (Title 42 United States Code Section 12101 et seq.).

Each facility must have restrooms, lighting, and ventilation, which meet the requirements of California Health and Safety Code Section 113700, et seq. Equipment, including sturdy tables and chairs, shall be appropriate for Older Individuals. Tables should be arranged to assure ease of access and encourage socialization.

10.2.7 Contractor shall allow presence of Service Animals as follows:

10.2.7.1 The ADA defines service animals as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, etc. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA. State and local governments, businesses, and nonprofit organizations that serve the public generally must allow service dogs to accompany people with disabilities in all areas of the facility where the public is normally allowed to go, such as: patient rooms in hospitals, hospital clinics, hospital cafeterias, hospital examination rooms, etc.

10.2.7.2 Contractor shall allow the use of service animals at all Congregate Meal sites. Service animal must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the Client's disability prevents using these devices. In that case, Contractor may require that the Client must maintain control of the service animal through voice, signal, or other effective controls.

10.2.7.3 Contractor acknowledges that a Client with a disability cannot be asked to remove their service animal from the premises unless the service animal is out of control and the Client does not take effective action to control it or if the service animal is not housebroken. When there is a legitimate reason to ask that a service animal be removed, staff must offer the Client with the disability the opportunity for Services without the service animal's presence.



10.2.7.4 Contractor acknowledges that Contractor's sites that sell or prepare food must allow service animals in public areas even if State or local health codes prohibit animals on the premises. This includes Congregate Meal sites. Contractor Staff are not required to provide food or care for a service animal.

10.2.7.5 Contractor shall ensure that Clients with disabilities who use service animals will not be isolated from other Clients, treated less favorably than other Clients, or charged fees that are not charged to other Clients without service animals.

10.2.7.6 When it is not obvious what service a service animal provides, only two (2) limited questions may be asked:

10.2.7.6.1 Is the animal a service animal required because of a disability?

10.2.7.6.2 What work or task has the service animal been trained to perform?

10.2.7.7 Contractor Staff cannot ask about a Client's disability, require medical documentation, require a special identification card or training documentation for a for a service animal, or ask that the service animal demonstrate its ability to perform any work or task.

10.2.8 Contractor shall ensure that Clients who attend Congregate Meal sites operating in Adult Day Programs and Elderly Housing Facilities meet the eligibility criteria specified in Subsection 10.2.2 (Eligibility for Congregate Meal Services) for Congregate Meal Services; and these sites shall meet the following criteria listed below:

10.2.8.1 Be open to the general public.

10.2.8.2 Not receive funds from another source (i.e., Medi-Cal, private payment fees in the form of a flat/bundled rate, etc.) for the cost of the same meal, equipment or Services.

### 10.3 Home-Delivered Meal Services Requirements

10.3.1 Contractor shall provide Home-Delivered Meal Services, which include the procurement, preparation, service, and delivery of

nutritious meals in home environments/settings to Older Individuals who are homebound by reason of illness, disability or isolation, and meet the criteria identified in Subsection 10.3.2 (Eligibility for Home-Delivered Meal Services). Home-Delivered Meal Services are intended to reduce hunger and food insecurity, maintain and/or improve the physical and social well-being of homebound Older Individuals, and to make referrals for nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of these Individuals.

### 10.3.2 **Eligibility for Home-Delivered Meal Services**

10.3.2.1 Individuals are eligible to become Clients and receive Home-Delivered Meal Services when they meet at least one (1) of the following criteria:

10.3.2.1.1 An Older Individual (an adult who is sixty (60) years of age or older) who is frail and homebound by reason of illness, disability, or isolation. Priority shall be given to Older Individuals described herein. Frail, as defined in Title 22 California Code of Regulations Section 7119, is an Older Individual who is determined to be functionally impaired because the Older Individual either:

10.3.2.1.1.1 Is unable to perform at least two (2) Activities of Daily Living (ADL), including: breathing, bathing, toileting, dressing, feeding, transferring and mobility and associated tasks, without substantial human assistance, including supervision, verbal reminding, or physical cueing; or

10.3.2.1.1.2 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.

10.3.2.1.2 The spouse of any Older Individual described in this Subsection 10.3.2, regardless of the spouse's age or condition, if an assessment by Contractor concludes that it is in the best interest of the frail/homebound Older Individual.

10.3.2.1.3 An individual with a disability who resides in the home of any Older Individual as described in this Subsection 10.3.2, if an Initial Assessment (defined in Subsection 10.3.3.1 (Home-Delivered Meal Initial Assessment Requirements of Potential Client)) by Contractor concludes that it is in the best interest of the homebound Older Individual.

**10.3.3 Client Assessment for Home-Delivered Meal Services**

**10.3.3.1 Home-Delivered Meal Initial Assessment Requirements of Potential Client**

10.3.3.1.1 Contractor's initial determination of potential Client's eligibility for Home-Delivered Meal Services may be accomplished by telephone. Contractor shall complete a written Initial Assessment to determine

potential Client's eligibility in the potential Client's home either two (2) weeks before or two (2) weeks after potential Client's Home-Delivered Meal Services first begin by using Attachment 4 (Universal Intake Form) as provided annually by County. Completion of written Initial In-Home Assessment also pertains to all potential Clients that require placement on the Home-Delivered Meal Services Waitlist. The Initial Assessment shall include the type of meal appropriate for the potential Client in their living environment and Contractor shall check to see if the potential Client has a stove or microwave to heat or reheat meals. Contractor shall complete the following information on the Los Angeles County Area Agency on Aging Universal Intake Form for the potential Client:

- 10.3.3.1.1.1 Name
- 10.3.3.1.1.2 Address
- 10.3.3.1.1.3 Date of Birth
- 10.3.3.1.1.4 Gender
- 10.3.3.1.1.5 Sexual Orientation and Gender Identity (SOGI)
- 10.3.3.1.1.6 Veteran Status
- 10.3.3.1.1.7 Race/Ethnicity
- 10.3.3.1.1.8 Relationship Status
- 10.3.3.1.1.9 Type of Residence (house, apartment, etc.)

- 10.3.3.1.1.10 Living Arrangement (alone/not alone)
- 10.3.3.1.1.11 Rural Designation/Unincorporated City
- 10.3.3.1.1.12 Receive In-Home Supportive Services
- 10.3.3.1.1.13 Income Status (which shall be identified as at, above, or below the ACL Federal Poverty Guidelines)
- 10.3.3.1.1.14 Primary Language Spoken
- 10.3.3.1.1.15 Nutritional Risk Score (utilizing the Nutrition Screening Initiative Checklist)
- 10.3.3.1.1.16 Activities of Daily Living/Instrumental Activities of Daily Living

10.3.3.1.2 Contractor shall enter the Client's Initial Assessment data into the Management Information System within two (2) weeks of the initial contact with the Client and prior to the date that the Client begins receiving ENP Services. The Initial Assessment will be considered incomplete if any of the data listed above is missing.

10.3.3.1.3 Contractor shall assign an Employee to have the primary responsibility for Client data entry

into Management Information System. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up Employee must be designated to act on behalf of the primary Management Information System contact person in the event of his or her absence.

10.3.3.1.4 Contractor shall provide County the name of Contractor's Management Information System Employee(s) and back-up Employee(s) at the start of this Contract and within two (2) weeks of any reassignment or substitution. Only those Contractor Employees who have been designated by Contractor and assigned a password by County shall be allowed to access Management Information System. Each designated staff member shall have their individually assigned account and log-in information. Contractor's employees are not permitted to share accounts.

10.3.3.1.5 Contractor shall complete Attachment 13 (Home-Delivered Meal Program Priority of Service Screening Tool) for all Home-Delivered Meal Clients. Instructions for completing the form are provided in Attachment 14 (Home-Delivered Meal Program Priority of Service Screening Tool Instructions).

10.3.3.1.6 Home-Delivered Meal Clients shall also be assessed to determine their need for nutrition-

related supportive services and be referred as necessary.

10.3.3.1.7 Contractor shall work with the DASSP contractor identified in the AAA Provider List (as provided by County on an annual basis) to refer Home-Delivered Meal Clients that Contractor has assessed as diabetic, and/or have a high nutrition risk score of ten (10) or higher, or a nutrition risk score of six (6) to nine (9) and meet a secondary criteria, according to the National Screening Initiative Checklist (refer to Subsection 10.9 (Mandatory Coordination with Dietary Administrative Support Services Program Contractor)).

10.3.3.1.8 Contractor shall implement criteria to assess the level of need for each eligible Home-Delivered Meal Service Client as outlined in Subsection 10.3.2 (Eligibility for Home-Delivered Meal Services), and in the appropriate section(s) of the most current edition of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.3.3.2 **Home-Delivered Meal Reassessment Requirements**

10.3.3.2.1 Contractor shall perform a Reassessment of a Client's needs a minimum of once every three (3) months (on a quarterly basis) during the Fiscal Year. A minimum of one (1) Reassessment shall be entered into the Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing

Clients who will receive services that Fiscal Year.

10.3.3.2.2 Reassessments shall be conducted in the Client's home at least every other quarter.

10.3.3.2.3 Contractor may schedule Reassessments according to the Home-Delivered Meal routes which is assigned to Client (i.e., all Clients on a Home-Delivered Meal route are assigned to receive telephone and/or In-Home Reassessments at the same time). Contractor shall conduct Reassessments on the following schedule commencing three (3) months from when the Client first begins receiving Home-Delivered Meal Services:

10.3.3.2.3.1 Three (3) Month Reassessment:  
Telephone the Client to determine if the need for Home-Delivered Meal Services still exists.

10.3.3.2.3.2 Six (6) Month Reassessment:  
Conduct an In-Home visit to determine if the need for Home-Delivered Meal Services still exists. The visit may include an evaluation of the type of meal (i.e. hot and/or frozen) the Client receives. Also, ask the Client for



the number of  
Emergency Meals  
the Client has  
remaining.

10.3.3.2.3.3 Nine (9) Month  
Reassessment:  
Telephone the  
Client to  
determine if the  
need for Home-  
Delivered Meal  
Services still  
exists.

10.3.3.2.3.4 Twelve (12) Month  
Reassessment:  
Perform a  
Reassessment by  
completing a new  
Attachment 4  
(Universal Intake  
Form) as stated in  
Subsection  
10.3.3.1 (Home-  
Delivered Meal  
Initial Assessment  
Requirements of  
Potential Client).

10.3.3.2.4 This Reassessment shall be  
conducted in the Client's home.

10.3.3.2.5 Contractor shall enter Client's  
Reassessment into the  
Management Information System  
within two (2) weeks of completing  
the Reassessment.

10.3.3.2.6 Contractor shall thereafter  
conduct a quarterly update of  
Client's needs based on the three  
(3), six (6), nine (9) and twelve  
(12) month schedule.

10.3.3.3 **Home-Delivered Meal Waiting List  
Reassessment Requirements**

10.3.3.3.1 Contractor shall conduct an in-home assessment for Clients who remain on the Home-Delivered Meal Waiting List on the third (3rd) and ninth (9th) month after the Initial Assessment (refer to Subsection 10.3.4 (Home-Delivered Meal Waiting List Requirements)).

10.3.3.3.2 Contractor shall make every effort to ensure that Home-Delivered Meal Clients that are removed from the Program are referred to and linked with other nutrition-related supportive services programs for Older Individuals.

#### 10.3.4 Home-Delivered Meal Waiting List Requirements

10.3.4.1 Contractor must establish and maintain a monthly Home-Delivered Meal Waiting List in the Management Information System when it is unable to provide meals for all Clients who are waiting to receive Home-Delivered Meals.

10.3.4.2 A Client's position on the Home-Delivered Meal Waiting List shall be prioritized based on the Client meeting criteria for the greatest economic/social need, being at risk for institutional placement if meals are not provided, and/or in accordance with policy established by Contractor and approved by the DASSP contractor's registered dietitian.

10.3.4.3 Contractor shall complete Attachment 13 (Home-Delivered Meal Program Priority of Service Screening Tool) for all Clients on the Home-Delivered Meal Waiting List.

10.3.4.4 The Home-Delivered Meal Program Priority of Service Screening Tool establishes a weight factor to determine priority placement on the Home-Delivered Meal Waiting List. Contractor shall give priority of Service to Clients with the greatest need and the highest overall score.

10.3.4.5 Contractor shall enter the name and demographic information of Clients placed on the Home-

- Delivered Meal Waiting List into the Management Information System.
- 10.3.4.6 Contractor shall provide a Telephone Reassurance call to Clients (age sixty (60) or older) on the Home-Delivered Meal Waiting List each month to ascertain whether Services are still needed.
  - 10.3.4.7 If Services are no longer needed due to enrollment in the Home-Delivered Meal Program; Contractor shall change the Client's status in the Management Information System from "waiting list" to "enrolled" and add an end date to the waiting list. If Services are no longer needed due to other factors such as the Client is no longer interested, etc., Contractor shall remove the Client's name from waiting list and enter an end date.
  - 10.3.4.8 Existence of Home Delivered Meals Waiting List deems justification for monitoring visits by the County's Contract Compliance Division.
- 10.3.5 Each Home-Delivered Meal may consist of hot, cold, and/or frozen food.
- 10.3.6 Meal delivery to Home-Delivered Meal Clients requires that Contractor:
- 10.3.6.1 Contractor shall obtain County permission in writing prior to providing Home-Delivered frozen Meals to Clients.
  - 10.3.6.2 Contractor shall set regular delivery schedules so meals will be delivered at a consistent time each day.
  - 10.3.6.3 Contractor must provide written instructions for handling and re-heating Home-Delivered Meals in the language of the majority of Clients being served Home-Delivered Meals.
  - 10.3.6.4 Must ship hot meals to Home-Delivered Meal Clients in insulated containers, heated containers, or heated truck to maintain a temperature of one hundred forty degrees Fahrenheit (140°F) or above.
  - 10.3.6.5 Must ship cold food to Home-Delivered Meal Clients in ice chests, insulated containers, or refrigerated trucks to maintain a temperature of

forty-one degrees Fahrenheit (41°F) or below. Food should not come in contact with ice.

10.3.6.6 Must ship frozen meals to Home-Delivered Meal Clients in an ice chest with ice, ice blanket or blue ice to maintain a solid, frozen state. Ice cream shall be at or below temperatures of seven – ten degrees Fahrenheit (7° - 10°F).

10.3.6.7 May ship bread, whole fruits, cookies, cakes, and non-potentially hazardous foods to Home-Delivered Meal Clients at room temperature.

**10.3.7 Home-Delivered Hot Prepackaged Meals**

10.3.7.1 Home–Delivered hot prepackaged meals shall be delivered to Clients in a manner that maintains appropriate temperatures and that protects them from potential contamination from dust, insects, rodents, unclean equipment and utensils, and unnecessary handling.

10.3.7.2 Home-Delivered Meal routes must be completed in the shortest time possible to assure absence of contamination. Home-Delivered hot prepackaged meals must be delivered to Clients within three (3) hours after food has left the central kitchen.

10.3.7.3 Contractor, central kitchen, or caterer must utilize a batch production cooking schedule (producing the product in multiple loads/batches) if the same drivers deliver meals on two (2) routes on the same day. Hot food may not be held for more than three (3) total combined hours in the central kitchen and in the delivery vehicle before delivery.

**10.3.8 Home-Delivered Frozen Meals**

10.3.8.1 Contractor shall obtain County permission in writing prior to providing Home-Delivered Frozen Meals to Clients.

10.3.8.2 Contractor shall conduct an assessment on a Client’s capability to receive a Home-Delivered Frozen Meal and ability to prepare a frozen meal prior to implementing Home-Delivered Frozen Meal service.

- 10.3.8.3 Frozen Home-Delivered Meals and any accompanying cold and room temperature items shall be delivered to Clients in a sanitary manner to assure absence of contamination and shall be packaged to assure temperature control.
- 10.3.8.4 Delivery of Frozen Home-Delivered Meals may extend beyond three (3) hours provided the frozen meals remain solidly frozen and do not rise above twenty-nine degrees Fahrenheit (29°), and any accompanying cold food must maintain a temperature of forty-one degrees Fahrenheit (41°F) or below.
- 10.3.8.5 Meals must remain frozen until the final delivery is complete. Temperature should be no higher than twenty-nine degrees Fahrenheit (29°F).

**10.4 Emergency Meal Services Requirements for Home-Delivered Meal Clients**

10.4.1 Contractor shall provide Emergency Meal Services, which include shelf stable meals provided to Older Individuals who are homebound by reason of illness, disability or who are otherwise isolated. These Services include provision of a minimum of three (3) shelf-stable meals per Fiscal Year per Client. These meals are to be used in the event of an emergency or natural disaster such as earthquakes, power outage, floods, or any disruption of regular meal service to ENP Clients who are receiving Home-Delivered Meal Services.

**10.4.2 Eligibility for Emergency Meal Services**

10.4.2.1 Individuals are eligible to become Clients and receive Emergency Meal Services when they meet the following criteria:

10.4.2.1.1 A Home-Delivered Meal Client (age sixty (60) or older) who is frail and homebound by reason of illness, disability, or isolation.

10.4.3 Contractor shall have emergency shelf-stable meals available for use during a power outage or any disruption of regular service.

10.4.4 Contractor must be able to continue the provision of food to homebound Clients for a minimum of three (3) days in the event that their usual deliveries are disrupted.

- 10.4.5 Contractor may work with the vendor of its choice to develop the menu for Emergency Meals. This menu must be approved/certified by DASSP contractor's Project Manager.
- 10.4.6 Each meal shall provide one-third (1/3) of the current Dietary Reference Intakes included in the current Dietary Guidelines for Americans. Meal components are detailed in the Los Angeles County Area Agency on Aging Food service Standard Operating Procedures manual.
- 10.4.7 All meals must have a minimum of a six (6) month shelf life from the date of purchase/issuance to the Client.
- 10.4.8 Contractor must provide Client with instructions on how and when to use and rotate the emergency food when meals are distributed to Client. Each Home-Delivered Meal Client must be informed of the purpose of the Emergency Meals. The Client or their designated representative must sign an acknowledgment form to indicate receipt of instructions .at the time of delivery. Contractor must maintain the acknowledgement form in the Client's files.
- 10.4.9 Emergency Meal distribution may occur during the Initial Assessment for new Home-Delivered Meal Clients or during the Reassessment for existing Home-Delivered Meal Clients.
- 10.4.10 Contractor must follow-up with all Home-Delivered Meal Clients during each in-home Reassessment to see if the Client still has Emergency Meals available. If the Client no longer has the Emergency Meals, this must be annotated, and Contractor may provide Client with an additional three (3) Emergency Meals contingent upon the availability of Contract funding.

**10.5 Telephone Reassurance Services Requirements for Home-Delivered Meal Clients**

10.5.1 When Contractor provides Home-Delivered Meal Services, Contractor shall also provide Telephone Reassurance Services, which are defined as regular telephone contact and safety checks to reassure and support Home-Delivered Meal Services Clients (age sixty (60) or older) and any other Older Individual who is on a waiting list to receive Home-Delivered Meal Services.

**10.5.2 Eligibility for Telephone Reassurance Services**

10.5.2.1 Individuals are eligible to become Clients and receive Telephone Reassurance Services when they meet the following criteria:

10.5.2.1.1 An Older Individual; and

- 10.5.2.1.2 Must be either:
  - 10.5.2.1.2.1 A Home-Delivered Meal Client (age sixty (60) or older).
  - 10.5.2.1.2.2 An Older Individual who is on the Home-Delivered Meal waiting list as recorded in the Management Information System (refer to Subparagraph 9.17.4 (Information Technology Systems – Management Information System) of the Contract).

10.5.2.2 Telephone Reassurance Services shall only be provided to Home-Delivered Meal Clients who meet the age eligibility requirement of sixty (60) years of age or older.

10.5.3 Contractor that delivers Telephone Reassurance Services to individuals not meeting eligibility criteria will be required to repay County for those Services.

10.5.4 Contractor shall use trained Volunteers or its Employees to provide regular telephone contact and safety checks to reassure and support Clients who are homebound as specified herein:

10.5.5 Telephone Reassurance Service shall be provided to all Clients receiving Home-Delivered meals (frozen or hot) and to all Clients who are on a Home-Delivered Meal Waiting List in Management Information System for a Home-Delivered meal.

10.5.6 **Telephone Call Frequency**

10.5.6.1 At a minimum, Contractor must call Clients who receive Home-Delivered frozen meals one (1) day per week.

- 10.5.6.2 At the discretion of Contractor, Clients who receive Home-Delivered hot meals may be called one (1) day per week.
- 10.5.6.3 Contractor shall call Clients who are on a Home-Delivered Meal Waiting List in Management Information System to receive a Home-Delivered Meal one (1) day per month.
- 10.5.6.4 Contractor must establish and maintain a telephone log demonstrating the frequency of calls for hot, frozen, and wait-listed Home-Delivered Meal Clients by using Attachment 12 (Home-Delivered Meal Program Telephone Reassurance). Log).
- 10.5.6.5 Contractor shall speak with Clients receiving frozen and/or hot meals and Clients who are on a waiting list for a Home-Delivered Meal. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services.

## **10.6 Congregate and Home-Delivered Meals Quality Assurance Committee**

- 10.6.1 Contractor shall establish a Quality Assurance Committee for both Congregate Meal Services and Home-Delivered Meal Services. This Committee's purpose shall be: preventing problems and constant quality improvement to ensure that proper food preparation and meal service procedures are being followed; that the quality of the food is consistent; and that Client satisfaction is being measured. Corrective action shall be taken for any issues identified.
- 10.6.2 The Quality Assurance Committee shall be appointed by the Contractor's Project Manager and shall include: Project Manager, Site Manager(s), Home-Delivered Meal Coordinator, Food Service Manager or Caterer, Client representatives from the Congregate Meal site(s), and DASSP contractor's registered dietitians. Clients will be recruited selected and organized by Contractor to provide input and advice on Services and Program policies.
- 10.6.3 Meetings shall be held at least once a month or more frequently, if desired. The Food Service Manager from the Caterer or central kitchen must attend the Quality Assurance meetings.
- 10.6.4 Minutes detailing each committee meeting shall be kept on file for one (1) year, and shall include: date, time, members in attendance, and a brief summary of the month's quality assurance meal evaluations and Congregate Sites Daily Meal



Comments as detailed in Section QA-1 of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Focal point of the minutes shall be the resolution of problems related to quality food production and service. Problems shall be presented, and solutions proposed, tested, and evaluated.

- 10.6.5 Records shall also be kept of individual quality assurance audits done by committee members.
- 10.6.6 Quality Assurance meetings can also be included to discuss: Congregate Meal site audits, Home-Delivered Meal route audits, Caterer audits, central kitchen audits, menu changes, suggested donations, and problems occurring at Congregate Meal sites.
- 10.6.7 Committee members or other assigned Clients shall conduct meal evaluations at Congregate Meal sites at least once every two (2) weeks or more frequently, if desired. Problem meals or those that are outstanding may warrant unplanned, on-the-spot evaluations by committee members. These evaluations, along with written comments provide important data for the problem-solving process.
- 10.6.8 Two (2) times per month, Home-Delivered Meal route drivers shall complete a simple written quality assurance evaluation while recording temperatures. The quality assurance evaluation shall be completed using a quality assurance evaluation form as provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. This evaluation is to monitor the quality of the meal and to ensure that temperatures are within the required safety standards. Each time, the driver shall be assigned a different day to conduct the temperature monitor and evaluation so that all Home-Delivered Meal routes and meals are tested. An extra meal shall be included on this route and shall be evaluated after the last participant has received a meal.

## 10.7 Meal and Quality Assurance Evaluations

- 10.7.1 Congregate Meals shall be evaluated daily as part of quality assurance.
- 10.7.2 The Site Manager shall sample each meal and poll Clients every day to judge meal satisfaction.
- 10.7.3 On a daily basis, the Site Manager will fill out the Congregate Sites Daily Meal Comments form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

- 10.7.4 At a minimum of four (4) times per month, the Site Manager shall assign a Client(s) to complete a Quality Assurance Evaluation form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Contractor shall provide these completed forms to the Quality Assurance Committee Meeting for review.
- 10.7.5 Daily Client meal evaluations shall be made available for Clients at each Congregate Meal site. Clients will use these forms to communicate positive and negative comments regarding meal quality. These forms will be reviewed monthly at the Quality Assurance Committee meeting.
- 10.7.6 On a weekly basis, the Home-Delivered Meal Coordinator shall sample a hot Home-Delivered Meal once each week and complete the Hot Home-Delivered Meal Daily Meal Comments form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.7.7 The Home-Delivered Meal Coordinator shall assign a driver to complete a quality assurance meal evaluation a minimum of once per month. Contractor shall provide these completed forms to the Quality Assurance Committee Meeting for review.
- 10.7.8 Contractor shall adhere to requests for Corrective Action Plan (CAP) from DASSP contractor and/or County. CAP shall be prepared by Contractor to address performance deficiencies at site, route, or caterer/central kitchen. DASSP contractor shall review and approve plan in addition to monitor remedial action.

**10.8 Nutrition Services Incentive Program**

- 10.8.1 For purposes of this Contract, Contractor may receive additional funding to supplement the cost for food used in meals served, which is known as the Nutrition Services Incentive Program (NSIP) under Section 311 of the OAA. The purpose of the NSIP is to provide incentives that encourage and reward effective performance by Contractor in the efficient delivery of nutritious meals to Clients. NSIP reimbursement may be requested by Contractor for meals which:
  - 10.8.1.1 Meet the dietary guidelines, as specified in Section 339 of the OAA (Title 42 United States Code Section 3030g-21).
  - 10.8.1.2 Are served to Clients, as specified in Subsections 10.2.2 (Eligibility for Congregate Meal Services) and 10.3.2 (Eligibility for Home-Delivered Meal Services).

- 10.8.1.3 Are served to Volunteers of any age pursuant to Subsection 10.2.3 (Eligibility for Volunteer Meals).
- 10.8.1.4 All meals provided through the ENP that receive NSIP funds, whether prepared on-site, frozen, non-perishable (e.g. canned goods or pasta, products that do not spoil), boxed, or catered, must comply with the most recent DGAs and provide a minimum of one-third (1/3) of the DRIs, and meet the requirements outlined in Subsection 10.1 (General ENP Meal Requirements).
- 10.8.1.5 Follow the provisions of “Offer Versus Serve” as found in Title 7 Code of Federal Regulations Part 226.20(p). Congregate Meal Clients may be permitted to decline items due to preference or medical reasons. NSIP funds are not affected when a Client declines menu items.

**10.9 Mandatory Coordination with Dietary Administrative Support Services Program Contractor**

- 10.9.1 Contractor shall work with County’s DASSP contractor identified in the AAA Provider List (as provided by County on an annual basis). DASSP contractor provides the following services: oversight of ENP by DASSP contractor’s registered dietitians; nutrition education for Congregate and Home–Delivered Meal Clients; nutrition counseling for Clients with high Nutrition Risk Scores; quality assurance reviews; monitoring of Congregate Meal sites and Home-Delivered Meal routes; in-service training for food service staff and Volunteers; menu analysis; and, technical assistance in areas such as menu development, Caterer selection, purchasing and problem-solving.
- 10.9.2 Contractor shall provide DASSP contractor with the number of Nutrition Education materials needed for distribution to Home-Delivered Meal Clients during the Fiscal Year.
- 10.9.3 Contractor shall make Client referrals for Nutrition Counseling, either in person, by fax, phone or email, to DASSP contractor for all Clients who are diabetic and/or have a Nutritional Risk score of ten (10) and above, or six (6) to nine (9) and meets a secondary criteria below:
  - 10.9.3.1 Client has an illness or condition that resulted in a change in the kind and/or amount of food that is consumed.
  - 10.9.3.2 Client consumes fewer than two (2) meals per day.

- 10.9.3.3 Client has unintentionally lost or gained ten (10) pounds in the past six (6) months.
- 10.9.4 Contractor acknowledges that Contractor's ENP Services will be monitored by DASSP contractor on a monthly basis and shall cooperate with monitoring efforts. Contractor shall correct any problems noted in DASSP contractor's Monitoring Reports provided to Contractor each month. Contractor shall have fifteen (15) days from the receipt of the Monitoring Report to respond in writing to DASSP contractor and County in writing with an action plan to correct the problem.
- 10.9.5 Contractor shall work with DASSP contractor during the Elderly Nutrition Program Annual Assessment process. This includes scheduling visits and providing all requested Client records within required timeframe.
- 10.9.6 Contractor shall work with DASSP contractor's registered dietitians to develop menus for ENP. All menus must be reviewed, certified, and approved by DASSP contractor. DASSP contractor and Contractor will include input from food production staff, Caterer(s) and Contractor's Quality Assurance Committee as described in Subsection 10.6 (Congregate and Home-Delivered Meals Quality Assurance Committee).
- 10.9.7 Contractor shall work with DASSP contractor to complete the annual nutritional analysis with the designated caterer/central kitchen. Contractor will serve as liaison between DASSP contractor and caterer/central kitchen.
- 10.9.8 Contractor's project menus meeting Dietary Guidelines requirements (Section 339 of the OAA (Title 42 United States Code Section 3030g-21)) must be reviewed, approved and certified by DASSP contractor's registered dietitians and approved by County.
- 10.10 Mandatory Coordination with CalFresh Healthy Living Program Contractor**
  - 10.10.1 Contractor shall provide support with planning and scheduling of CalFresh Healthy Living sessions to County's CalFresh Healthy Living Program contractor.
- 10.11 Mandatory Coordination with Disease Prevention and Health Promotion Program Contractor**
  - 10.11.1 Contractor shall make referrals, as needed, either in person, by fax, phone or email, to Disease Prevention and Health Promotion Program (DPHPP) contractor (identified in the AAA Annual

Nutrition Program Provider list) for Clients who would benefit from disease prevention and health promotion programs.

- 10.11.2 Contractor may plan and schedule appropriate Health Promotion Clinics at Congregate Meal sites which are selected with input from Contractor's Quality Assurance Committee and coordinated with the DPHPP contractor.

## 10.12 **Central Kitchen/Caterer**

- 10.12.1 Contractor shall use either a central kitchen or Caterer to prepare meals and shall notify County which source Contractor will use to obtain meals.

- 10.12.1.1 Central Kitchen: When utilizing this option, Contractor asserts that Contractor will prepare meals at a certified commercial kitchen(s).

- 10.12.1.2 Caterer: When utilizing this option, Contractor asserts that it will procure a Caterer in accordance with Subsection 10.13 (Procurement of Caterer) who will prepare meals and provide them to Contractor.

- 10.12.2 Contractor shall employ a Project Manager, Food Service Manager or a Caterer, and Site Manager who are certified Food Protection Managers by the National Restaurant Association-ServSafe® or other recognized organization. There must be a certified Food Protection Manager in-charge at each central kitchen and at each Congregate Meal site. The Project Manager and Food Service Manager/Caterer must obtain Hazard Analysis and Critical Control Points (HACCP) Program Training within six (6) months of hire.

- 10.12.3 Contractor shall ensure that the requirements of HACCP and quality assurance programs are enforced at all central kitchens and Congregate Meal sites, and that Caterer(s) maintains and utilizes operational HACCP and quality assurance programs.

- 10.12.4 Contractor shall adhere to the Program requirements outlined in Title 22 California Code of Regulations Sections 7630-7638.13 and in the most current edition of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

- 10.12.5 Contractor shall ensure that a pest control operator inspect the facility on a monthly basis. Contractor shall implement an integrated pest management program that provides procedures to prevent and to get rid of pests. These procedures shall include

those performed both by central kitchen/catering staff and by the pest control operator. Pest Control Reports shall be kept on file and made available for review by County and DASSP contractor's registered dietitians.

### **10.13 Procurement of Caterer**

- 10.13.1 When Contractor elects to use the services of a Caterer to prepare/supply meals, Contractor shall procure that Caterer from a pool of caterers who are on the AAA Approved Caterer List. Such caterers have been inspected and certified by DASSP contractor and have been approved by County. The AAA Approved Caterer List shall be provided by County on an annual basis.
- 10.13.2 Pursuant to Title 22 California Code of Regulations Sections 7352 – 7364, Contractor shall procure Caterer from the AAA Approved Caterer List using a competitive solicitation process. Contractor shall release a solicitation which can only be responded to by those caterers who are on the AAA Approved Caterer List. After evaluation of all bids/proposals and upon selection of the successful Caterer, Contractor shall enter into a Subcontract with the successful Caterer. In accordance with Subparagraph 8.40 (Subcontracting) of the Contract, Contractor must obtain approval from County prior to entering into the Subcontract.
- 10.13.3 Noncompetitive awards may be made by Contractor when the award is infeasible for competitive bid as a result of any of the conditions outlined in Title 22 California Code of Regulations Section 7360 (Noncompetitive Awards).

### **10.14 Health and Fire Inspections**

- 10.14.1 Contractor's Congregate Meal sites, central kitchens and Caterer shall be inspected annually by the County of Los Angeles Department of Health Services (DHS). Contractor must maintain a grade of "B" or better from DHS based on the inspections conducted by DHS for food services. Contractor shall work with DASSP contractor to seek assistance in correcting any violations in accordance with the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. In accordance with Subparagraph 9.20.3 (Contract Compliance Documents) of the Contract, Contractor must submit to County annual inspection reports from DHS for each Congregate Meal site, central kitchen and/or Caterer.

- 10.14.2 Contractor's Congregate Meal sites and central kitchens shall be inspected annually by the Los Angeles County Fire Department or Contractor's local fire department. In accordance with Subparagraph 9.20.3 (Contract Compliance Documents) of the Contract, Contractor must submit to County annual inspection reports from either the Los Angeles County Fire Department or Contractor's local fire department for each Congregate Meal site and central kitchen.

#### **10.15 Licenses and Certifications for Services**

- 10.15.1 Contractor shall obtain and maintain, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of ENP Services.
- 10.15.2 Prior to the execution of this Contract, and, in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to County's Program Manager listed in Exhibit E (County's Administration) of the Contract.
- 10.15.3 If Contractor operates a central kitchen and/or engages the services of Caterer, Contractor must maintain current proof of the following:
- 10.15.3.1 Public health permit and business license.
  - 10.15.3.2 Health Department/DHS inspection report (which shall be current within the most recent twelve (12) month period) for each central kitchen and/or Congregate Meal site.
  - 10.15.3.3 Fire Department inspection report ((which shall be current within the most recent twelve (12) month period) for each central kitchen and/or Congregate Meal site).
  - 10.15.3.4 Hazard Analysis Critical Control Point Certificate and Food Protection Manager Certificate (ServSafe Certificate) for Food Service Manager.
  - 10.15.3.5 Contractor shall ensure that required Employees attend ServSafe training and successfully pass examination. Contractor shall absorb cost of

training for Employees that fail examination and are required to take a remedial course.

#### **10.16 Contributions and Fees for Cost of Meals**

- 10.16.1 Contractor shall develop and implement a method to enable Clients to voluntarily contribute to the cost of the Program (i.e., Client who receives a meal shall be given the opportunity to contribute to the cost of the meal).
- 10.16.2 Contractor shall ensure that Clients are not required to contribute to the Program when they are requesting Services. Contractor's solicitation of voluntary contributions shall not be coercive.
- 10.16.3 Contractor shall clearly inform Client that contributions are strictly voluntary, and Contractor shall not pressure Client to contribute to the cost of the meal.
- 10.16.4 Contractor shall develop a suggested contribution with input from its Quality Assurance Committee. When developing this contribution amount, the income ranges of the Older Individuals in the community and Contractor's additional sources of income shall be considered.
- 10.16.5 Contractor shall post a sign near the contribution container at each Congregate Meal site indicating the suggested contribution for Clients and the guest fee (amount charged to non-seniors). The sign shall also state, "Your donation is voluntary and is not a requirement to receive a meal if you are eligible for the Elderly Nutrition Program."
- 10.16.6 Staff at the sign-in table must be trained on the donation policy emphasizing the confidential nature of the contributions.
- 10.16.7 Home-Delivered Meal agreements may have a suggested donation amount. The agreements shall not be coercive and shall state, "Your donation is voluntary and is not a requirement to receive a meal if you are eligible for the Elderly Nutrition Program."
- 10.16.8 Client shall not be denied Services because of his/her failure or inability to contribute to the cost of Services.
- 10.16.9 Contractor shall establish procedures for soliciting donations that provide Clients with a confidential method for making donations.
- 10.16.10 Contractor shall ensure that Client's decision to contribute as well as the amount of Client's contribution is kept private and confidential.



#### 10.16.11 Guest Fees

- 10.16.11.1 All guests under the age of sixty (60) shall pay for the full cost of a meal. The guest fee shall be sufficient to cover all meal costs.
- 10.16.11.2 There is no provision for a guest fee to be private.
- 10.16.11.3 Contractor shall serve meals to guests only if sufficient food is available after Clients are served.
- 10.16.11.4 Clients shall not be denied Services based on their inability or unwillingness to contribute. Contractor shall not use any of the following practices as it relates to voluntary contributions/donations and/or share of costs:
  - 10.16.11.5 Requesting Clients to assist in the share of cost to the Program.
  - 10.16.11.6 Tracking donations by accounts receivable.
  - 10.16.11.7 Tracking donations by individual Clients.
  - 10.16.11.8 Using pamphlets and websites stating that payment is required for Services or stating a monetary amount for Services.
  - 10.16.11.9 Employing tactics, in any way, that could be viewed as embarrassing and/or obligatory requests for donations.
  - 10.16.11.10 Employing tactics such as allowing Volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.
  - 10.16.11.11 At the time of the Initial Assessment, compelling Client to pledge a particular amount as an agreed upon donation.
  - 10.16.11.12 Using coercion to solicit voluntary contributions.
  - 10.16.11.13 Using a donation request resembling a billing statement or invoice.
  - 10.16.11.14 Imposing a suggested contribution rate based on an individual's income.
- 10.16.12 Contractor shall establish and adhere to written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site.

- 10.16.13 Contractor shall separate collected contributions (donations/fees) from Contract funding. All contributions shall be identified as Program Income and used to: increase the number of meals served, facilitate access to such meals, and to provide nutrition-related supportive services.
- 10.16.14 Contributions earned in excess of the amount(s) reported in the Budget(s) may be deferred for use in the first quarter of the next Fiscal Year (when County renews the Contract term) and must be used to expand baseline Services. Such funds shall be recorded as Program Income.
- 10.16.15 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution related records shall be held pursuant to record retention policies outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Contract.

#### **10.17 Emergency and Disaster Preparedness**

- 10.17.1 Notwithstanding Contractor's and County's contractual objective to provide Services to Clients, Contractor shall make Services available to any person impacted by a nationally or State-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services funds with which to reimburse Contractor for funds expended.
- 10.17.2 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, Contractor must have an emergency plan in place to ensure that there is no disruption in Services.
- 10.17.3 Contractor 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 6 (Emergency and Disaster Plan Basic Requirements) details the minimum requirements of the plan. The written plan must include the following sections:
  - 10.17.3.1 Emergency and Disaster Plan Mission
  - 10.17.3.2 Business Continuity Plan
  - 10.17.3.3 Emergency Response Organization Chart
  - 10.17.3.4 Roster of Critical Local Contacts

#### 10.17.3.5 Communication Plan

- 10.17.4 The Emergency and Disaster Plan must be made available to Staff and any County-approved Subcontractors for reference before, during, and after the emergency or disaster. Contractor's key Staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.
- 10.17.5 Annually, Contractor shall update the Emergency and Disaster Plan and submit it to County's Emergency Coordinator as indicated in Exhibit E (County's Administration) of the Contract.
- 10.17.6 The Emergency and Disaster Plan shall be saved on an encrypted computer storage jump drive for easy access and transportability.
- 10.17.7 Contractor must maintain an updated hardcopy registry of Clients with contact information for emergency and disaster purposes. Contractor shall use the registry to contact Clients to assess if Client is safe, needs a referral to an evacuation center or other assistance, and has a plan to stay in a safe and healthy environment.
- 10.17.8 Contractor must make arrangements for the availability of a minimum of three (3) meals to Clients during a major disaster, as defined in Title 42 United States Code Section 5122(2).
- 10.17.9 Contractor shall complete Attachment 7 (Site Emergency Resource Survey) to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.
  - 10.17.9.1 Annually, on the last business day in September, Contractor shall submit the completed Attachment 7 (Site Emergency Resource Survey) to County's Emergency Coordinator.
  - 10.17.9.2 Contractor shall also complete and submit Attachment 7 (Site Emergency Resource Survey) to County's Emergency Coordinator anytime there is a change in information.
- 10.17.10 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in Subsection 10.17.3.1, to Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its Staff and any County-approved

Subcontractors for reference before, during, and after such emergency event disruption.

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

10.17.11.1 Back-up systems for data

10.17.11.2 Emergency service delivery options

10.17.11.3 Community resources

10.17.11.4 Transportation

10.17.12 Contractor shall:

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

10.17.12.2 Coordinate emergency plans with respective City Emergency Plans and local Office of Emergency Services.

10.17.12.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.

10.17.12.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.

10.17.12.5 Maintain a current list of support agencies and services (in addition to AAA Contractors) in local and neighboring communities to provide Information and Assistance for Clients, their families and representatives, and facility staff.

10.17.12.6 Maintain a current list of Contractor staff and Volunteers' telephone numbers, e-mail addresses, and emergency contact information.

10.17.12.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.

- 10.17.12.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.
- 10.17.12.9 Maintain a written escape plan and route for Clients receiving on-site Services during an emergency or disaster. The written escape plan and route shall include a diagram that is visibly posted at the site. Facilities must have evacuation procedures to facilitate the safe evaluation of individuals to secure locations.
- 10.17.12.10 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs for things such as additional food, supplies, extra Home-Delivered Meals, home clean-up and safety, emergency medications, transportation, and other immediate needs including:
  - 10.17.12.10.1 Assisting Older Individuals, disabled adults, and/or any other persons seeking refuge by linking them with medical or emergency services, family, friends, and community-based programs such as the Red Cross or the appropriate government agency(ies) that can provide assistance.
  - 10.17.12.10.2 Coordinating Services for Older Individuals and disabled adults who may be bedbound, dependent upon dialysis, or have life-threatening, chronic illnesses that require immediate emergency intervention.
  - 10.17.12.10.3 Assisting in the relocation of homebound, high risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

**10.17.13 Additional Emergency and Disaster Preparedness Policies and Procedures for Home-Delivered Meal Services**

- 10.17.13.1 The Emergency and Disaster Plan must follow the instructions the Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.17.13.2 Contractor shall develop a prearranged agreement with local food vendor(s) or community-based organization(s) to assist with the provision of food to homebound Clients for a minimum of three (3) days in the event that their usual meal deliveries are disrupted as stated in Subsection 10.17.5. Food items should include water, frozen meals and non-perishable goods.
- 10.17.13.3 Contractor shall have on file a written plan for continuity of Service following an emergency for a minimum duration of 72 hours or longer if Client needing Service is frail or high risk.

**10.17.14 Additional Emergency and Disaster Preparedness Policies and Procedures for Congregate Meal Services**

- 10.17.14.1 The Emergency and Disaster Plan must follow the instructions provided in the Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.17.14.2 Contractor shall develop a prearranged agreement with local food vendor(s) or community-based organization(s) to assist with the provision of food on site in the event of disruption to the usual meal service.
- 10.17.14.3 Contractor shall develop a written escape plan and route diagram for Clients receiving Congregate Meals. The written escape plan and route diagram shall be visible and posted at the meal site.
- 10.17.14.4 Contractor's Congregate Meal site(s) must have evacuation procedures to facilitate the safe evacuation of Clients to secure locations.
- 10.17.14.5 Contractor shall develop a plan to feed 200 people per day for at least three (3) days if the Congregate Meal site is designated as a Disaster Site. Food items should include water, frozen meals and non-perishable goods. Instructions are provided in the

Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

#### **10.17.15 Communication Procedures with County**

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

10.17.15.1.1 County's Emergency Coordinator will provide information to Contractor and request feedback regarding the impact of the emergency or disaster on Clients, Program operations, facilities, and where feasible, the impact on Older Individuals, 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).

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

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

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

10.18.1 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 (examples of which may include but are not limited to, utilizing the most appropriate service category based on circumstances (hot, frozen and/or emergency meals), establishing meal distribution locations which may include Grab and Go option and/or additional home delivered meal routes. Acquiring additional staffing and/or catering services, and use of Personal Protective Equipment (PPE), when required. Video conferencing or other similar online or remote methods of providing Services while maintaining health and safety guidelines, etc.) that Contractor shall follow to deliver Services under this Contract.

### **10.19 Collaborations**

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

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

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

### **10.20 Community Outreach**

10.20.1 Contractor shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on available Services for potential Clients. Contractor shall also market the Services to all ethnic groups in each Service area (i.e., Supervisorial District, Region, etc.) in which the Services are being provided by Contractor. Contractor's outreach efforts shall include, but are not limited to, distribution of information about Services to community members; developing



referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; developing additional ways to access Services; utilizing media directed to targets populations; utilizing bilingual Staff; and other strategies to promote access. All materials must be presented in a culturally sensitive manner by Contractor.

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

### **10.21 Customer Satisfaction Surveys**

- 10.21.1 Contractor shall conduct ongoing Customer Satisfaction Surveys with Clients and retain a copy of all surveys on file and accessible to County for review. The results of the surveys will be used by Contractor to make quality improvements in Services provided to all Clients. Contractor may be asked by County to comply with and develop other outcome measures.
- 10.21.2 Contractor shall disseminate the Customer Satisfaction Surveys to all Clients who receive Congregate and/or Home-Delivered Meals.
- 10.21.3 Contractor shall collect all Customer Satisfaction Survey responses, tally them during the closeout period, and submit forms to DASSP contractor annually or as specified by County.

### **10.22 Multipurpose Senior Centers**

- 10.22.1 If Contractor operates a Multipurpose Senior Center as defined under Title 42 United States Code Section 3002(36), Contractor must adhere to all applicable County, State and Federal guidelines and regulations, including, but not limited to, Title 22 California Code of Regulations Sections 7550 – 7562.
- 10.22.2 If Contractor operates a Multipurpose Senior Center, Contractor shall comply with the provisions contained in the following acts:
  - 10.22.2.1 Copeland "Anti-Kickback" Act (Title 18 United States Code Section 874) (Title 29 Code of Federal Regulations Part 3)

- 10.22.2.2 Davis-Bacon Act, as amended (Title 40 United States Code Sections 3141-3148) (Title 29 Code of Federal Regulations Part 5)
  - 10.22.2.3 Contract Work Hours and Safety Standard Act (Title 40 United States Code Sections 3701-3708) (Title 29 Code of Federal Regulations Part 5)
  - 10.22.2.4 Executive Order 11246 of September 14, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 as supplemented in the Department of Labor Regulations (Title 41 Code of Federal Regulations Part 60).
- 10.22.3 Contractor acknowledges that when an existing facility has been altered using Contract Sums and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
- 10.22.3.1 Not less than three (3) years from the date when this Contract terminates or expires where the Contract Sums, including the non-federal share, do not exceed thirty thousand dollars (\$30,000).
  - 10.22.3.2 If the Contract Sums exceed thirty thousand (\$30,000), the fixed period of time shall not be less than three (3) years from the date when the Contract terminates or expires, and increased one (1) year for each additional ten thousand dollars (\$10,000), or part thereof, to a maximum adjustment factor of seventy-five thousand dollars (\$75,000).
  - 10.22.3.3 If the Contract Sums exceed seventy-five thousand dollars (\$75,000), the fixed period of time shall not be less than ten (10) years from the date when the Contract expires or terminates.

### 10.23 Adult Protective Services

- 10.23.1 Contractor shall make referrals, as needed, to the Adult Protective Services Program (APS) via telephone (877) 477-3646 or online at <https://wdacs.lacounty.gov/programs/aps/>. Contractor shall comply with all mandated reporting guidelines (Welfare and Institution Code (WIC) section 15630).

### 10.24 Los Angeles Found Program

- 10.24.1 Contractor shall make referrals, as needed, to the Los Angeles Found Program, a voluntary tracking system for individuals living with Alzheimer's, dementia, autism or other cognitive impairments. Referrals are to be initiated by calling or e-mailing as follows: (833)569-7651 or [LAFound@wdacs.lacounty.gov](mailto:LAFound@wdacs.lacounty.gov).

**10.25 Senior Farmers' Market Nutrition Program**

- 10.25.1 Contractor shall participate in the annual Senior Farmers' Market Nutrition Program (SFMNP). Contractor shall distribute SFMNP check booklets at all active Congregate Meal sites within the timeframe designated by County.

**11.0 GREEN INITIATIVES**

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor shall not use expanded polystyrene (Styrofoam) food and beverage containers in the delivery of food service for both Congregate and Home-Delivered Meals.
- 11.3 Contractor shall purchase products that minimize environmental impacts, toxins, pollution and hazards to worker and community safety to the greatest extent practicable.
- 11.4 Contractor shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 11.5 Contractor shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.
- 11.6 To the extent practicable, Contractor shall not use cleaning or disinfecting products (i.e., for janitorial use) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.
- 11.7 Contractor shall notify County's Program Manager of Contractor's new green initiatives seven (7) days prior to the commencement of this Contract.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

12.1 All listings of Services and requirements reflected in Attachment 1 (Performance Requirements Summary Chart) are intended to be completely consistent with this Contract and this Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond this Contract and this Statement of Work. In any case of apparent inconsistency between Services and requirements as stated in this Contract, this Statement of Work, and the Performance Requirements Summary Chart, the meaning apparent in this Contract and this Statement of Work will prevail. If Contractor initiates a request for a review and as a result, County determines any Services seems to be created in Attachment 1 (Performance Requirements Summary Chart) which is not clearly and forthrightly set forth in this Contract and this Statement of Work then that apparent Service will be null and void and place no requirement on Contractor.

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

The Performance Requirements Summary (PRS) Chart provides a listing of the minimum requirements that Contractor shall adhere to, and it reflects the performances that will be monitored during the Contract term. The PRS Chart also lists examples of the types of documents that will be used during monitoring, as well as the standards of performance 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 Contract and Exhibit A (Statement of Work), and are not meant in any case to create, extend, revise or expand any obligation of Contractor beyond that defined in the terms and conditions of the Contract 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 Contract, Exhibit A (Statement of Work) and this Attachment 1, the terms and conditions of the Contract 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 Contractor shall achieve as a result of providing Program Services to Clients. These outcomes will be analyzed by County to measure the quality and effectiveness of Contractor's Program Services, which may affect the availability for future Program funding (i.e., if Contractor 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 Contractor 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 Contractor's actual performance against the Standard(s). During the term of the Contract, Contractor 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 Contractor is satisfactorily providing Program Services. The AQL is used to determine whether Contractor is achieving the Performance Requirement in accordance with the Contract and Exhibit A (Statement of Work). Any deviation from the Standard will result in non-compliance of that Performance Requirement (i.e., Contractor is not providing Program Services according to this Contract).

### **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 Contractor shall adhere to the remedy(ies) as follows: 1) Corrective Action Plan, 2) Probation, 3) Suspend payment(s), 4) Suspend Contract, 5) Liquidated damages, 6) Reduce and reallocate funds, 7) Terminate Contract. and/or 8) Placement in County's Contractor Alert Reporting Database.

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Food Protection Manager/Food Handler Certificates shall be current.	California Retail Food Code; Exhibit A (Statement of Work), Subsection 10.15 (Licenses and Certifications for ENP Services)	<p>Current certification as a Food Protection Manager by the National Restaurant Association -ServSafe® or other recognized organization.</p> <p>Contractor shall ensure that required Employees attend ServSafe training and successfully pass examination. Contractor shall absorb cost of training for Employees that fail examination and are required to take a remedial course.</p> <p>Employees that are involved in preparation, storage or service in a food facility must possess a current Food Handler's Certificate issued by an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs. (CFH card only required if a retail provider – exempt if only providing to senior meal programs).</p>	100%
Caterer and Central Kitchen HACCP safety and sanitation standards are met and are in compliance with the requirements of the California Retail Code.	Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual	Maintain a monthly monitoring score of 90% or above.	90%
Congregate Meal site(s) is in compliance with the HACCP safety and sanitation standards outlined in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual and the requirements of the California Retail Food Code.	Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual	Maintain a monthly monitoring score of 95% or above.	95%
Home-Delivered Meal route HACCP safety and sanitation standards are met and are in compliance with the requirements of the California Retail Code.	Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual	Maintain a minimum monthly monitoring score of 90% or above.	90%
Comply with Integrated Pest Management ("IPM") requirements.	Exhibit A (Statement of Work), Subsection 6.7 (Contractor's Office) PM AAA 15 - 06 (Revised)	Maintain a minimum monthly monitoring score of 90% or above.	90%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Conduct required Client Assessments.	Exhibit A (Statement of Work), Subsection 10.2.4 (Client Assessment for Congregate Meal Services)	Assess the needs for all Congregate Meal Clients ten business days before or after Service first begins.	100%
	Exhibit A (Statement of Work), Subsection 10.3.3 (Client Assessment for Home-Delivered Meal Services)	<p>Conduct in-home assessment of the needs for all Home-Delivered Meal Clients ten business days before or after Service first begins.</p> <p>In-Home Assessment also required for all potential Clients that require placement on the Home-Delivered Meal Services Waitlist.</p>	100%
Conduct required Client Reassessments.	Exhibit A (Statement of Work), Subsection 10.2.4.2 (Congregate Meal Reassessment Requirements) PM - AAA - 17-07	<p>Reassessment shall be conducted annually for each Congregate Meal Client.</p> <p>A reassessment shall be conducted and entered into the Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year, regardless of when the last assessment or reassessment was completed.</p>	100%
	Exhibit A (Statement of Work), Subsection 10.3.3.2 (Home-Delivered Meal Reassessment Requirements) PM - AAA - 17-07	<p>Reassessment shall be conducted for every Home-Delivered Meal Client four (4) times per year on a quarterly basis (i.e., every three (3) months).</p> <p>A reassessment shall be conducted and entered into the Management Information System during first quarter (July 1st to September 30) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year, regardless of when the last assessment or reassessment was completed.</p> <p>Reassessments shall be conducted in the Client's home at least every other quarter.</p>	100%
	Exhibit A (Statement of Work), Subsection 10.3.3.3 (Home-Delivered Meal Waiting List Reassessment Requirements)	Conduct an in-home reassessment for all Clients who remain on the waiting list for Home-Delivered Meals on the third (3rd) and ninth (9th) month after the initial assessment.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Provide ENP Services to the most Vulnerable and High-Risk Clients.	Exhibit A (Statement of Work), Subsection 10.1.5 (Minimum Services for Vulnerable and High-Risk Clients)	By the end of the initial Fiscal Year, 21% of Congregate Meal Clients will have been determined to have the greatest need and highest overall score through the use of the Universal Intake Form, Section 5 (Nutritional Risk Factors).	100%
	Exhibit A (Statement of Work), Subsection 10.1.5 (Minimum Services for Vulnerable and High-Risk Clients)	By the end of the initial Fiscal Year, 65% of Home-Delivered Meal Clients will have been determined to have the greatest need and highest overall score through the use of the Universal Intake Form, Section 5 (Nutritional Risk Factors).	100%
Provide Emergency Meals to all Home-Delivered Meal Services Clients.	Exhibit A (Statement of Work), Subsection 10.4 (Emergency Meal Services Requirements for Home-Delivered Meal Clients); PM - AAA-15-03	Provide a minimum of three (3) shelf-stable meals, per fiscal year, to Home-Delivered Meal Clients sixty (60) years of age or older who are frail and homebound by reason of illness, disability, or isolation.	100%
Provide telephone reassurance to Home-Delivered Meal Clients.	Exhibit A (Statement of Work), Subsection 10.5 (Telephone Reassurance Services Requirements for Home-Delivered Meal Clients)	Call every Home-Delivered Meal Client, age 60 or older, receiving Home-Delivered Frozen Meals once per week. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services.	100%
		Call every potential Home-Delivered Meal Client, age 60 or older, on Waiting List once per month. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services. All potential HDM clients are to be contacted regardless of time on wait list.	100%
Maintain current Home-Delivered Meals Waiting List	Exhibit A (Statement of Work), Subsection 10.3.4 (Home-Delivered Meal Wait List Requirements)	Contractor must establish and maintain a monthly Home-Delivered Meal Waiting List in the Management Information System.  Required completion of the Home-Delivered Meal Program Priority of Service Screening Tool to determine priority placement on the Home-Delivered Meal Waiting List.	100%
Meals shall meet a minimum one-third (1/3) of Dietary Reference Intakes.	Exhibit A (Statement of Work), Subsection 10.1 (General ENP Meal Requirements)	Each meal provided by Contractor shall provide a minimum of one-third (1/3) of the current Dietary Reference Intakes (DRI) established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences for the elderly population, and follow the most recent Dietary Guidelines for Americans published by the United States Department of Health and Human Services and the United States Department of Agriculture (USDA).	100%



Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Adhere to the mandatory hours of operation.	Exhibit A (Statement of Work), Section 7.0 (Hours/Days of Work)	Contractor's staff shall be available to all Clients, potential Clients, referral sources, as well as County at a minimum during normal business hours - five (5) day-a-week (Monday through Friday), eight (8) hours per day for the hours of 8:00 a.m. to 5:00 p.m. (not including County recognized holidays).	100%
Attend County meetings.	Exhibit A (Statement of Work), Subsection 4.2 (Meetings)	Contractor shall attend all meetings called by County or its authorized designee.	100%
Provide training to Contractor's staff.	Exhibit A (Statement of Work), Subsection 6.6 (Training)	Ensure that Contractor's staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing ENP Services.	100%
		Implement a yearly internal staff training plan developed by the DASS Program Contractor and approved by County.	100%
Provide Program Services and expend Contract Sums.	Contract, Paragraph 3.0 (Work)	Contractor shall provide at least 95% of Services and expend at least 95% of the Contract Sum allocated for any Fiscal Year under this Contract as stated in: Paragraph 5.0 (Contract Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); Budget exhibits; and Mandated Program Services exhibits.	95%
Submit Budget(s) and Mandated Program Services documents by County's due date.	Contract, Paragraph 3.0 (Work)	At County's request, Contractor shall complete the Budget and Mandated Program Services documents and submit these documents by the due date as prescribed by County.	100%
Notify County in writing of any change in name or address of Contractor's Project Manager.	Contract, Subparagraph 7.2 (Contractor's Project Manager)	Immediately notify County in writing of any change in name or address of Contractor's Project Manager or provide such notification within five (5) business days after the change is effective.	100%
Maintain accurate records related to the Contract and Program Services.	Contract, Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement)	Contractor to maintain all required financial records; employment records; supporting Program documents; proprietary data; information related to its performance of the Contract; the Contract; Contract amendments, addendums and/or modifications; and, all applicable laws, regulations, directives, change notices and guidance.	100%
Obtain prior approval before entering into Subcontract(s).	Contract, Subparagraph 8.40 (Subcontracting)	Obtain County's advance written approval prior to entering into a Subcontract for any Work by providing a draft copy of the proposed Subcontract to County's Contract Manager and allowing County a minimum of two (2) months to complete its review process.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Maintain current insurance certifications, inspection reports, permits, licenses, etc. and submit to County prior to expiration.	<p>Contract, Subparagraphs 8.24 (General Provisions for all Insurance Coverage), 8.25 (Insurance Coverage) and 9.20.3 (Contract Compliance Documents)</p> <p>Exhibit A (Statement of Work), Subsections 10.14 (Health and Fire Inspections) and 10.15 (Licenses and Certifications for ENP Services)</p>	Maintain proof of all current and required insurance certifications for Contractor and any approved Lower Tier Contractor(s), inspection reports, permits and licenses.	100%
Prepare and submit corrective action plan(s).	<p>2 CFR 200.511</p> <p>WDACS Directive CCD-18-03 (Resolution Procedures)</p> <p>WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures)</p>	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.	<p>2 CFR 200.501</p> <p>WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures)</p> <p>WDACS Directive CCD-18-05 (Audit Requirements)</p>	Submit the audit engagement letter for the single audit by the deadline directed by County.	100%
Prepare and submit cost allocation plan.	<p>2 CFR 200.4</p> <p>WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures)</p> <p>WDACS Directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Contracts)</p>	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 Contracts) within the prescribed timeline.	100%
Submit Closeout Reports within due date.	Contract, Subparagraph 9.21.2 (Closeout Reporting Requirements)	The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Contractor of the deadline for submission of the Closeout Report.	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
Juneteenth .....	June 20
Independence Day .....	July 4
Labor Day.....	The first Monday in September
Indigenous Peoples Day .....	The second Monday in October
Veteran's Day.....	November 11
Thanksgiving Day.....	The fourth Thursday in November
Friday after Thanksgiving .....	The fourth Friday in November
Christmas .....	December 25

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

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

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

### ATTACHMENT 3 (COMMUNITY FOCAL POINTS LIST)

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

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

Designated Community Focal Point	Address
<b>Alhambra, City of: Joslyn Adult Center</b>	210 North Chapel Avenue Alhambra, CA 91801
<b>Altadena Community Center (WDACS)</b>	730 East Altadena Drive Altadena, CA 91001
<b>Altadena Senior Center (WDACS)</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 (WDACS)</b>	777 West Jackman Street Lancaster, CA 93534
<b>Asian Senior Center (WDACS)</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 (WDACS)</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 (WDACS)</b>	133 North Sunol Drive Suite# 237 Los Angeles, CA 90063
<b>East Rancho Dominguez Service Center (WDACS)</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 (WDACS)</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 (WDACS)</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 (WDACS)</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 (WDACS)</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 (WDACS)</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 (WDACS)</b>	12915 South Jarvis Avenue Los Angeles, CA 90401

# ATTACHMENT 4 (UNIVERSAL INTAKE FORM)

## Los Angeles County Area Agency on Aging

Agency Name: \_\_\_\_\_ Client Name: \_\_\_\_\_ Date: \_\_\_\_\_



# UNIVERSAL INTAKE FORM



**Funding Identifier:**

Title IIIB  Title C1  Title C2  Title III E  Title III E(G)  Linkages

<b>IDENTIFICATION</b>	<b>1a</b>	Applicant Last Name	First Name	Middle Name	Participant ID #	
	Date of Birth (D.O.B.)		Age		Social Security # (Optional)	
	Home Address (Number/Street)		City	State	Zip Code	
	Mailing Address (If different than home address)		City	State	Zip Code	
	Home Phone		Work Phone	Cell Phone		
	Email Address					
<b>DEMOGRAPHICS</b>	<b>1b</b>	Rural Designation <input type="checkbox"/> Rural <input type="checkbox"/> Urban <input type="checkbox"/> Declined to State		Unincorporated City <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State		
	Sex at birth <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Declined to State		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender Female to Male <input type="checkbox"/> Transgender Male to Female <input type="checkbox"/> Genderqueer/ Gender Non-binary <input type="checkbox"/> Not Listed Please Specify: _____ <input type="checkbox"/> Declined to State			
	Sexual Orientation <input type="checkbox"/> Straight/Heterosexual <input type="checkbox"/> Bisexual <input type="checkbox"/> Gay/Lesbian/Same Gender-Loving <input type="checkbox"/> Questioning/Unsure <input type="checkbox"/> Not Listed – Please Specify: _____ <input type="checkbox"/> Declined to State					
	Veteran <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State			Spouse of Veteran <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State		
	Race <input type="checkbox"/> White <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Chinese <input type="checkbox"/> Japanese <input type="checkbox"/> Filipino <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Asian Indian <input type="checkbox"/> Laotian <input type="checkbox"/> Cambodian <input type="checkbox"/> Other Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Guamanian <input type="checkbox"/> Hawaiian <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander <input type="checkbox"/> Declined to State					
	Ethnicity <input type="checkbox"/> Not Hispanic/Latino <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Declined to State					
	Relationship Status <input type="checkbox"/> Single (Never Married) <input type="checkbox"/> Married <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Declined to State					



Agency Name: \_\_\_\_\_ Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

<b>1b Cont.</b>	Type of Residence <input type="checkbox"/> House <input type="checkbox"/> Apartment <input type="checkbox"/> Hotel <input type="checkbox"/> Mobile Home <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residential Care Home <input type="checkbox"/> Room and Board <input type="checkbox"/> Homeless <input type="checkbox"/> Other <input type="checkbox"/> Declined to State		Does the individual <input type="checkbox"/> Rent <input type="checkbox"/> Own <input type="checkbox"/> Other <input type="checkbox"/> Declined to State					
	Employment Status <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed <input type="checkbox"/> Declined to State							
	Living Arrangement <input type="checkbox"/> Alone <input type="checkbox"/> Not Alone		Federal Poverty Guideline (FPG) Is your income <input type="checkbox"/> At or below 100% FPG <input type="checkbox"/> Above 100% FPG <input type="checkbox"/> Declined to State					
	Primary Language <input type="checkbox"/> American Sign Language <input type="checkbox"/> Arabic <input type="checkbox"/> Armenian <input type="checkbox"/> Cambodian <input type="checkbox"/> Cantonese <input type="checkbox"/> Chinese <input type="checkbox"/> English <input type="checkbox"/> Farsi <input type="checkbox"/> French <input type="checkbox"/> Korean <input type="checkbox"/> Laotian <input type="checkbox"/> Mandarin <input type="checkbox"/> Japanese <input type="checkbox"/> Russian <input type="checkbox"/> Spanish <input type="checkbox"/> Tagalog <input type="checkbox"/> Thai <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other <input type="checkbox"/> Declined to State							
	Translation needed <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State							
<b>EMERGENCY CONTACTS</b>	<b>2</b>	Contact Last Name		First Name		Middle Name		
	Address (Number/Street)			City		State		Zip Code
	Home Phone		Work Phone		Cell Phone		Relationship	
	Contact Name (Last, First, Middle Initial) – Optional							
	Address (Number/Street)			City		State		Zip Code
	Home Phone		Work Phone		Cell Phone		Relationship	
	Primary Physician					Office Phone		
	Physician's Address			City		State		Zip Code

Agency Name: \_\_\_\_\_ Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

<b>BENEFITS</b>	<b>3</b>	Are you currently receiving Social Security Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	Do you currently receive Supplemental Security Income (SSI) Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State		
	Do you participate in CalFresh (Food Stamps, SNAP, EBT)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State				
	Do you have Health Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State		Health Insurer's Name	Policy Number: <i>(Optional)</i>	
	Do you receive Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State		Medi-Cal # <i>(Optional)</i>  Issue date:	Do you receive Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	
	Do you receive In-Home Supportive Services <i>(IHSS)</i> ? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State				
	Do you receive any additional benefits? (i.e., Veterans Benefits, CAPI, etc.)				
<b>REFERRAL INFORMATION</b>	<b>4</b>	Referral Source			
	Last Name		First Name		Phone
	Address		City	State	Zip Code
	Presenting Problems/Services Requested/Comments/Follow-up:				
<b>NUTRITIONAL RISK FACTORS</b>	<b>5</b>	<b>NUTRITIONAL RISK FACTORS</b>			
	(Add the numbers from each checked box to determine Nutrition Risk Score, if total is 6 or more, participant is at <b>High</b> Nutritional Risk)				
	I have an illness or condition that made me change the kind and/or amount of food I eat.		2 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
	I eat fewer than 2 meals per day.		3 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
	I eat few fruits or vegetables or milk products.		2 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
	I have 3 or more drinks of beer, liquor or wine almost every day.		2 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
	I have tooth or mouth problems that make it hard for me to eat.		2 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
	I don't always have enough money to buy the food I need.		4 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
	I eat alone most of the time.		1 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
	I take 3 or more different prescribed or over-the-counter drugs a day.		1 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
	Without wanting to, I have lost or gained 10 pounds in the last 6 months.		2 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
	I am not always physically able to shop, cook and/or feed myself.		2 <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Declined to State
<b>Total Nutritional Risk Score</b>			Client is High Risk: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Decline to State		

6	ACTIVITIES OF DAILY LIVING (ADL)/INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS & DISABILITY FACTORS <i>(Excluding Title III E Caregiver Program)</i>						
	Activities of Daily Living (ADL)						
		Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
	Eating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bathing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Toileting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transferring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dressing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Instrumental Activities of Daily Living (IADL)						
	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State	
Meal Preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shopping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Med. Mgmt.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Money Mgmt.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Using Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hvy. Housework	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lt. Housework	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Disability Factors				Recent Hospital Discharge <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Visually Impaired <input type="checkbox"/> Hearing Impaired <input type="checkbox"/> Speech Impaired <input type="checkbox"/> Physically Impaired <input type="checkbox"/> Walking Aid <input type="checkbox"/> Wheelchair <input type="checkbox"/> Bedbound <input type="checkbox"/> Memory Impaired <input type="checkbox"/> Depression <input type="checkbox"/> Cognitively Impaired <input type="checkbox"/> None <input type="checkbox"/> Declined to State				<input type="checkbox"/> Declined to State Date of Discharge _____ Date To Stop Service _____ Hospital _____			
Diabetic <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State		Have you been diagnosed with Alzheimer's or a related neurological disorder? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State					

**7**

**TITLE IIIIE CARE RECEIVER DEMOGRAPHICS**

*Please make additional copies of Section 7 & 8 if more than one Care Receiver*

<b>Caregiver Relationship:</b>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Son/Son-in-Law <input type="checkbox"/> Daughter/Daughter-in-Law <input type="checkbox"/> Grandparent <input type="checkbox"/> Other Relative <input type="checkbox"/> Sister <input type="checkbox"/> Brother <input type="checkbox"/> Parent/Parent-in-Law <input type="checkbox"/> Non-Relative <input type="checkbox"/> Declined to State		
Care Receiver Last Name	First Name	Middle Name	Care Receiver GetCare ID #
Address (Number & Street)		City	State    Zip Code
Rural Designation: <input type="checkbox"/> Rural <input type="checkbox"/> Urban <input type="checkbox"/> Declined to State		Unincorporated City: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	
Home Phone	Work Phone	Cell Phone	Emergency Contact Phone
Date of Birth (D.O.B.)	Age	Social Security # <i>(Optional)</i>	Email Address
Sex at birth	Gender		
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Declined to State	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender Female to Male <input type="checkbox"/> Transgender Male to Female <input type="checkbox"/> Genderqueer/Gender Non-binary <input type="checkbox"/> Not Listed Please Specify: _____ <input type="checkbox"/> Declined to State		
Sexual Orientation			
<input type="checkbox"/> Straight/Heterosexual <input type="checkbox"/> Bisexual <input type="checkbox"/> Gay/Lesbian/Same Gender-Loving <input type="checkbox"/> Questioning/Unsure <input type="checkbox"/> Not Listed – Please Specify: _____ <input type="checkbox"/> Declined to State			
Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State		Spouse of Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	
Race			
<input type="checkbox"/> White <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Chinese <input type="checkbox"/> Japanese <input type="checkbox"/> Filipino <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Asian Indian <input type="checkbox"/> Laotian <input type="checkbox"/> Cambodian <input type="checkbox"/> Other Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Guamanian <input type="checkbox"/> Hawaiian <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander <input type="checkbox"/> Declined to State			
Ethnicity: <input type="checkbox"/> Not Hispanic/Latino <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Declined to State			
Relationship Status			
<input type="checkbox"/> Single ( <i>Never Married</i> ) <input type="checkbox"/> Married <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Declined to State			
Type of Residence		Does the individual	Living Arrangement
<input type="checkbox"/> House <input type="checkbox"/> Apartment <input type="checkbox"/> Hotel <input type="checkbox"/> Mobile Home <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residential Care Home <input type="checkbox"/> Room and Board <input type="checkbox"/> Homeless <input type="checkbox"/> Other <input type="checkbox"/> Declined to State		<input type="checkbox"/> Rent <input type="checkbox"/> Own <input type="checkbox"/> Other <input type="checkbox"/> Declined to State	<input type="checkbox"/> Alone <input type="checkbox"/> Not Alone <input type="checkbox"/> Declined to State
Receive In-Home Supportive Services ( <i>IHSS</i> )?		Federal Poverty Guideline (FPG) Is your Care Receiver income:	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State		<input type="checkbox"/> At or below 100% FPG <input type="checkbox"/> Above 100% FPG <input type="checkbox"/> Declined to State	
Have Health Insurance?	Receive Medicare?	Receive Social Security?	Receive Medi-Cal?
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State

**TITLE IIIIE CARE RECEIVER DEMOGRAPHICS**

TITLE IIIIE CARE RECEIVER ADL/IADL RISK FACTORS & DISABILITY FACTORS	8	TITLE IIIIE CARE RECEIVER ACTIVITIES OF DAILY LIVING (ADL)/ INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS & DISABILITY FACTORS					
	<b>Activities of Daily Living (ADL) (Grandchildren exempt)</b>						
		Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
	Eating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bathing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Toileting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transferring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dressing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Instrumental Activities of Daily Living (IADL) (Grandchildren exempt)</b>						
	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State	
Meal Preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shopping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Med. Mgmt.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Money Mgmt.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Using Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hvy. Housework	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lt. Housework	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Disability Factors</b>							
<input type="checkbox"/> Visually Impaired <input type="checkbox"/> Hearing Impaired <input type="checkbox"/> Speech Impaired <input type="checkbox"/> Physically Impaired <input type="checkbox"/> Walking Aid <input type="checkbox"/> Wheelchair <input type="checkbox"/> Bedbound <input type="checkbox"/> Memory Impaired <input type="checkbox"/> Depression <input type="checkbox"/> Cognitively Impaired <input type="checkbox"/> None <input type="checkbox"/> Declined to State							
Diabetic <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State		Has Care Receiver been diagnosed with Alzheimer's or a related neurological disorder? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State					



**ATTACHMENT 5  
(CONTRACT DISCREPANCY REPORT)**

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**Date Prepared:** \_\_\_\_\_

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

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

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

**SUBCONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF SUBCONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

**SUBCONTRACTOR NOTIFIED OF ACTION:**

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

Subcontractor Representative's Signature and Date: \_\_\_\_\_

## **ATTACHMENT 6 (EMERGENCY AND DISASTER PLAN BASIC REQUIREMENTS)**

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

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

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

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

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

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

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

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

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

The chart should include the name, title, and contact information of staff included in disaster and emergency related activities. Outline the relationships and responsibilities for each person responsible for each function:

- Management - who will take charge, delegate responsibilities, and provide overall direction?



- Operations – who will perform the actions required to get people to safety, restore services, and meet needs or help with recovery?
- Planning – who will gather information and communicate assessments about the emergency and related needs?
- Logistics – who will obtain resources that operations may require?
- Finance – who will track expenditures, hours worked, and document events as they occur?

**D. Roster of Critical Local Contacts in an Emergency**

Include a roster of all contact/agency resources for your Planning and Service Area. The roster should include at least the following:

- Local OES contact information for each county/city within the PSA.
- First responders and law enforcement agencies (Fire, Police, Sheriff).
- Hospitals in the service area.
- American Red Cross and other private relief organizations.
- Community disaster preparedness groups, such as Volunteer Organizations Active in Disasters (VOAD).
- Telephone or communication tree, individuals on the Agency’s Disaster Preparedness Organizational Chart, and order of contact priority.
- Media – local news/emergency broadcast radio and television stations.
- Any additional contacts as appropriate for your community (Ministerial Alliance/Council of Churches).
- Citizen-band clubs or HAM radio operators.

**Roster of Critical Local Contacts in an Emergency (Sample)**

Agency Name: \_\_\_\_\_ County/City: \_\_\_\_\_ Roster Date: \_\_\_\_\_

Agency	Contact Name/Title	Contact Telephone Numbers	Contact Email Address
Example: Local Office of Emergency Services	John Doe, Director of Special Needs Population	Work: Cell: Fax: Home:	Jdoe@lacounty.gov

**E. Communication Plan**

The Communication plan should include at least the following: first responders, agency staff, service providers, community partners, media, volunteers, clients, local Office of Emergency Services, and the AAA Emergency Coordinator.

**Communication Plan (Sample)**

**(Earthquake scenario used as an example – other scenarios can be substituted)**

<b>Who</b>	<b>How</b>	<b>What</b>	<b>When</b>	<b>Where</b>	<b>Why</b>
Who needs to know	How will the message be communicated	What message do you want to convey them	When do they need to know or what is the date/time for the information	Where are the areas affected, providers affected, geographic area, locations of services	Why do they need this information
Service Providers	Telephone, email, cellular phone	Location of elderly and disabled shelter locations	Dates shelters are expected to be in operation	Address and contact information for shelters	Regular shelters are not available for special needs victims

**ATTACHMENT 7  
(SITE EMERGENCY RESOURCE SURVEY)**

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Organization Emergency Coordinator's Name: \_\_\_\_\_

Organization Emergency Coordinator's Phone Number: \_\_\_\_\_

After Hours or Cell Phone Number: \_\_\_\_\_

Organization Emergency Coordinator Email Address: \_\_\_\_\_

1. Given the need to shelter people (especially older individuals and individuals with disabilities) in the community following a major disaster, could your facility provide temporary shelter space for one or two days?

Yes     No     Maybe (w/ training & support)

If different from the address listed above, please attach the address of each facility to this survey.

2. If you answered "Yes," to question number 1, how many people can you accommodate? (Please check your best estimate)

1 to 25                       26 to 50                       51 to 75

76 to 100                       101 or more (please specify: \_\_\_\_\_)

3. In an emergency or disaster, what resources (or supplemental services) could your organization provide? Check all that apply.

<input type="checkbox"/> Counseling Services	<input type="checkbox"/> Emergency Power/Generator
<input type="checkbox"/> Temporary Housing	<input type="checkbox"/> Emergency First Aid
<input type="checkbox"/> Home/Neighborhood Cleanup	<input type="checkbox"/> Volunteers
<input type="checkbox"/> Site for Food/Water	<input type="checkbox"/> Kitchen/Cooking Facilities
<input type="checkbox"/> Storage Distribution	<input type="checkbox"/> Other (please indicate below):

4. Following a major emergency or disaster, could your facility assist in transporting older individuals and individuals with disabilities to disaster services?

Yes (assuming the resources are not in use)  No

If you responded "Yes", what transportation resources does your organization have? Please enter quantity of potentially available transportation resources.

Passenger Sedan(s)  Vans (Passenger or Cargo)  
 Trucks (Including Pickups)  Vans with Wheelchair Lifts  
 Other (please indicate below):

5. Please indicate the support that your organization could provide with language translation, including sign language, at disaster service centers. List languages (other than English):

6. Given the community that your organization serves, would you be able to help in assessing the needs of older individuals in that community or neighborhood following an emergency or disaster?

Yes  No  Maybe (depending on resources at the time)

Please indicate the names of the areas, neighborhoods, or communities where you would be able to assess the needs of older individuals?

**For organizations that provide meal services:**

1. Please indicate the type of meal services that your organization provides. Check all that apply.

\_\_\_\_ Congregate Meals \_\_\_\_ Home-delivered Meals

2. Given your resources, could your organization expand meal services following an emergency or disaster to meet the needs in the community?

\_\_\_\_ Yes \_\_\_\_ No

If yes, provide the following information for each site that will be able to have expanded meal services:

Site Name: \_\_\_\_\_

Site Address: \_\_\_\_\_

Site Number: \_\_\_\_\_

Site Emergency Coordinator Name: \_\_\_\_\_

Site Emergency Coordinator After Hours or Cell Phone Number: \_\_\_\_\_

Site Emergency Coordinator E-mail: \_\_\_\_\_

After completing this survey, please send an electronic copy to Miguel Robleto, Human Services Administrator, at [mrobleto@wdacs.lacounty.gov](mailto:mrobleto@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.*

## ATTACHMENT 8 (SITE SUMMARY)

**Program Services:** TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)  
**Fiscal Year:** 2022-2023  
**Contract Number:** [Enter Contract Number]  
**Contractor's Legal Name:** [Enter Legal Name]

[Enter Address] [Enter City] [Enter State] [Enter Zip Code]  
**Main Administrative Office Address** **City** **State** **Zip Code**

[Enter Address] [Enter City] [Enter State] [Enter Zip Code]  
**Mailing Address (if different from above)** **City** **State** **Zip Code**

Mr./Ms. [Enter Name] [Enter Title] [Enter Number] [Enter] [Enter E-mail]  
**Prefix** **Authorized Representative** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

Mr./Ms. [Enter Name] [Enter Title] [Enter Number] [Enter] [Enter E-mail]  
**Prefix** **Primary/Secondary Contact for Program** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

<b>COUNTY USE ONLY</b>	
Assigned Program Analyst:	

**Program Services:** TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)  
**Fiscal Year:** 2022-2023  
**Contract Number:** [Enter Contract Number]  
**Contractor's Legal Name:** [Enter Legal Name]

**I. SITE SUMMARY**

(A) CONGREGATE MEAL SITE			(B) SITE MANAGER		(C) DAYS/HOURS OF OPERATION <small>[NOTE 1]</small>			
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(3) SITE PHONE NUMBER	(1) NAME	(2) PHONE NUMBER	(1) BUSINESS OPERATIONS <small>[NOTE 2]</small>	(2) MEAL SERVICES		
						BREAKFAST <small>[NOTE 3]</small>	LUNCH <small>[NOTE 4]</small>	DINNER <small>[NOTE 5]</small>
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]

**Program Services:** TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)  
**Fiscal Year:** 2022-2023  
**Contract Number:** [Enter Contract Number]  
**Contractor's Legal Name:** [Enter Legal Name]

**I. SITE SUMMARY**

(A) CONGREGATE MEAL SITE			(B) SITE MANAGER		(C) DAYS/HOURS OF OPERATION <small>[NOTE 1]</small>			
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(3) SITE PHONE NUMBER	(1) NAME	(2) PHONE NUMBER	(1) BUSINESS OPERATIONS <small>[NOTE 2]</small>	(2) MEAL SERVICES		
						BREAKFAST <small>[NOTE 3]</small>	LUNCH <small>[NOTE 4]</small>	DINNER <small>[NOTE 5]</small>
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]
[Enter Site Name]	[Enter Address]	[Enter Number]	[Enter Name]	[Enter Number]	[Enter]	[Enter]	[Enter]	[Enter]

- Note 1: Use the following information to complete this section:
- Note 2: Enter the days and hours of operation during which the site is open for business.
- Note 3: Enter the days and hours during which the site serves meals for breakfast. If the site does not provide breakfast then enter "Not Applicable" or "N/A".
- Note 4: Enter the days and hours during which the site serves meals for lunch. If the site does not provide lunch then enter "Not Applicable" or "N/A".
- Note 5: Enter the days and hours during which the site serves meals for dinner. If the site does not provide dinner then enter "Not Applicable" or "N/A".



**ATTACHMENT 9  
(GUIDELINES FOR DEVELOPING SITE SUMMARY)**

**GENERAL INFORMATION**

1. Please use the following guidelines to complete the electronic version of Attachment 8 (Site Summary) which has been developed as an Excel workbook.
2. The Site Summary for the Title III C-1 Program Services workbook includes several sheets which are labeled as follows:
  - a. Cover Page
  - b. Site Summary
3. Guidelines for completing the requested information for each sheet in the workbook are included herein and these guidelines are listed in the same order as the sheets are ordered in the workbook.
4. The workbook has been protected to prevent changes to specific cells. Contractor shall provide information in the cells which are not protected. Please do not attempt to circumvent the protection that has been enabled in the workbook. County will take appropriate remedies against Contractor when County discovers any such attempts to alter the workbook in any manner. Such remedies may include (but are not limited to) those outlined in Subparagraph 9.18 (Remedies for Non-Compliance) of the Contract.
5. The workbook has been configured to automatically populate certain cells such as Program Services, Fiscal Year, Contract Number, etc. on specific sheets.
6. In order to maintain the integrity of the workbook, do not use formulas or decimals to enter information into any cell (unless expressly authorized in an instruction).
7. The information provided in Attachment 8 (Site Summary) may be used publically (e.g., directories, County's website, brochures, etc.).
8. To enter a hard return within a cell, press "Alt" and "Enter".
9. Contractor shall maintain documentation to support the information provided in this workbook. Upon request by County, Contractor shall make such documentation available to County within the timeframe and manner as designated by County.

**COVER PAGE**

1. The Cover Page provides information about Contractor such as its legal name, address, contacts, etc.

2. Enter all requested information that is indicated by the **blue font**. Please note that some of this information (i.e., Program Services, Fiscal Year, Contract Number, etc.) will automatically populate on all other sheets of the workbook.
3. **Program Services**
  - a. The title of the Program Services is pre-populated. This workbook has been developed for Title III C-1 Program Services (“Program Services” or “Program”).
4. **Fiscal Year**
  - a. Identify the Fiscal Year for which the Program Services are being provided by using the following format: 2022-2023.
5. **Contract Number**
  - a. Enter the Contract number as provided by County in the funding allocation letter. If you need assistance in identifying the Contract number, contact your agency’s assigned Contract Analyst.
6. **Contractor’s Legal Name**
  - a. Enter the full legal name of Contractor’s organization (please do not abbreviate). The name listed herein must match the name on Contractor’s articles of incorporation, business license, city charter or bylaws.
7. **Main Administrative Office Address**
  - a. Enter the address (street number and name, suite number, city, state and zip code) of the official representative who is authorized to sign for Contractor (“Authorized Representative”) on this line. County will use this information to send correspondence to Authorized Representative.
8. **Mailing Address (if different from above)**
  - a. If the main administrative office address and the mailing address are the same, enter the following language on the mailing address line: Same as Admin Office. Otherwise, if these two (2) addresses are different then enter the address (street number and name, suite number, city, state and zip code). County will use this information to send correspondence to primary/secondary contact.
9. **Authorized Representative**
  - a. Enter the name of the individual who has been authorized to sign legally binding documents on behalf of Contractor’s organization where such authorization has been decreed through organization’s board resolution or other authorizing document.
  - b. Prefix: Enter the appropriate prefix for Authorized Representative.
  - c. Job Title: Enter the title of Authorized Representative. Please abbreviate the job title if the title does not fit in the cell.

- d. Phone Number and Ext.
  - i. Enter the phone number of Authorized Representative where this individual can be reached directly. When entering the phone number, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e.,2137304414). The result will display in the correct format (i.e., (213) 730-4414).
  - ii. If the phone number is not a direct number then enter the extension where the individual can be reached directly. When entering the extension, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 8667).
- e. E-Mail Address: Enter the e-mail address of Authorized Representative.

#### **10. Primary/Secondary Contact for Program**

- a. Enter the name of the individual who is responsible for overseeing the day-to-day Program Services.
- b. Prefix: Enter the appropriate prefix for primary/secondary contact.
- c. Job Title: Enter the title of the primary/secondary contact. Please abbreviate the job title if the title does not fit in the cell.
- d. Phone Number and Ext.
  - i. Enter the phone number of the primary/secondary contact for Program where this individual can be reached directly. When entering the phone number, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e.,2137304414). The result will display in the correct format (i.e., (213) 730-4414).
  - ii. If the phone number is not a direct number then enter the extension where the individual can be reached directly. When entering the extension, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 8667).
- e. E-Mail Address: Enter the e-mail address of the primary/secondary contact.

## **SECTION (SITE SUMMARY)**

1. This sheet provides specific information that describes the location, point of contact, hours of operation, etc. for each Congregate Meal site that Contractor will serve. This information is presented under the following Columns (and an explanation will be provided for each):
  - a. Column (A) Congregate Meal Site
  - b. Column (B) Site Manager
  - c. Column (C) Days/Hours of Operation
2. **Column (A) Congregate Meal Site**
  - a. **Column (1) Name**
    - i. Enter the site's name.
    - ii. The Congregate Meal sites listed herein shall match those sites listed in Exhibit X1 (Mandated Program Services for Title III C-1 Program), Section II (Services by Month), Column (B) Site Name.
  - b. **Column (2) Address and Public Phone Number**
    - i. Provide the address of the physical location of the Congregate Meal site.
    - ii. Provide the public phone number that can be used by the general public to contact the main site.
    - iii. Provide the site's phone number that can be used to directly contact onsite meal staff.
3. **Column (B) Site Manager**
  - a. **Column (1) Name**
    - i. Enter the full name of the site's manager.
  - b. **Column (2) Phone Number**
    - i. Enter the direct telephone number of the site's manager.
4. **Column (C) Days/Hours of Operation**
  - a. Use the following information to complete this section:
    - i. Enter the day(s) as follows: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F; Saturday = S; and Sunday = Su
    - ii. Enter the hours as follows: 8:00 a.m. – 10:30 a.m.
    - iii. Example 1: a site which provides Services on Monday, Wednesday and Friday between 11:00 a.m. to 1:00 p.m. and

Tuesday and Thursday between 4:00 p.m. to 6:00 p.m. would enter the following information: M,W,F (11:00 a.m. – 1:00 p.m.) T, Th (4:00 p.m. – 6:00 p.m.).

a. **Column (1) Business Operations**

- i. Enter the site's days and hours of operation during which the site is open for business.

b. **Column (2) Meal Services**

- ii. Breakfast: Enter the days and hours during which the site serves meals for breakfast. If the site does not provide breakfast then enter "Not Applicable" or "N/A".
- iii. Lunch: Enter the days and hours during which the site serves meals for lunch. If the site does not provide lunch then enter "Not Applicable" or "N/A".
- iv. Dinner: Enter the days and hours during which the site serves meals for dinner. If the site does not provide dinner then enter "Not Applicable" or "N/A".

## ATTACHMENT 10 (ROUTE SUMMARY)

**Program Services:** TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)  
**Fiscal Year:** 2022-2023  
**Contract Number:** [Enter Subaward Number]  
**Contractor's Legal Name:** [Enter Legal Name]

[Enter Address] [Enter City] [Enter State] [Enter Zip Code]  
**Main Administrative Office Address** **City** **State** **Zip Code**

[Enter Address] [Enter City] [Enter State] [Enter Zip Code]  
**Mailing Address (if different from above)** **City** **State** **Zip Code**

Mr./Ms. [Enter Name] [Enter Title] [Enter Number] [Enter] [Enter E-mail]  
**Prefix** **Authorized Representative** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

Mr./Ms. [Enter Name] [Enter Title] [Enter Number] [Enter] [Enter E-mail]  
**Prefix** **Primary/Secondary Contact for Program** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

<b>COUNTY USE ONLY</b>	
Assigned Program Analyst:	

**Program Services:** TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

**Fiscal Year:** 2022-2023

**Contract Number:** [Enter Subaward Number]

**Contractor's Legal Name:** [Enter Legal Name]

**I. ROUTE SUMMARY**

(A) HOME-DELIVERED MEAL ROUTE NAME	(B) LOCATION OF MEAL PACKAGING FACILITY (NAME AND ADDRESS)	(C) CLIENT ZIP CODE(S) SERVED BY ROUTE	(D) VEHICLE INFORMATION			(E) DELIVERY DAY(S)/TIME(S)	
			(1) YEAR/MAKE/ MODEL	(2) STAFF DRIVER'S NAME	(3) VOLUNTEER DRIVER'S NAME	(1) START [NOTE 1]	(2) END [NOTE 2]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]

**Program Services:** TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

**Fiscal Year:** 2022-2023

**Contract Number:** [Enter Subaward Number]

**Contractor's Legal Name:** [Enter Legal Name]

**I. ROUTE SUMMARY**

(A) HOME-DELIVERED MEAL ROUTE NAME	(B) LOCATION OF MEAL PACKAGING FACILITY (NAME AND ADDRESS)	(C) CLIENT ZIP CODE(S) SERVED BY ROUTE	(D) VEHICLE INFORMATION			(E) DELIVERY DAY(S)/TIME(S)	
			(1) YEAR/MAKE/ MODEL	(2) STAFF DRIVER'S NAME	(3) VOLUNTEER DRIVER'S NAME	(1) START [NOTE 1]	(2) END [NOTE 2]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/ Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]

**Note 1: Enter the day(s) and the time when the meal delivery for the route starts by using the following information:**

1. Enter the day(s) of delivery: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F; Saturday = Sa; Sunday = Su
2. Enter the delivery start time (e.g., 8:00 a.m.)
3. Example: When delivery of Services occurs on Monday, Wednesday and Friday starting at 6:00 a.m. and Tuesday and Thursday starting at 8:00 a.m., enter the following information: M,W,F (6:00 a.m.) T,Th (8:00 a.m.)

**Note 2: Enter the day(s) and the time when the meal delivery for the route ends by using the following information:**

1. Enter the day(s) of delivery: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F; Saturday = Sa; Sunday = Su
2. Enter the delivery ending time (e.g., 12:00 p.m.)
3. Example: When delivery of Services occurs on Monday, Wednesday and Friday ending at 10:00 a.m. and Tuesday and Thursday ending at 12:00 p.m., enter the following information: M,W,F (10:00 a.m.) T,Th (12:00 p.m.)



**ATTACHMENT 11  
(GUIDELINES FOR DEVELOPING ROUTE SUMMARY)**

**GENERAL INFORMATION**

1. Please use the following guidelines to complete the electronic version of Attachment 10 (Route Summary) which has been developed as an Excel workbook.
2. The Route Summary for the Title III C-2 Program Services workbook includes several sheets which are labeled as follows:
  - a. Cover Page
  - b. Route Summary
3. Guidelines for completing the requested information for each sheet in the workbook are included herein and these guidelines are listed in the same order as the sheets are ordered in the workbook.
4. The workbook has been protected to prevent changes to specific cells. Contractor shall provide information in the cells which are not protected. Please do not attempt to circumvent the protection that has been enabled in the workbook. County will take appropriate remedies against Contractor when County discovers any such attempts to alter the workbook in any manner. Such remedies may include (but are not limited to) those outlined in Subparagraph 9.18 (Remedies for Non-Compliance) of the Contract.
5. The workbook has been configured to automatically populate certain cells such as Program Services, Fiscal Year, Contract Number, etc. on specific sheets.
6. In order to maintain the integrity of the workbook, do not use formulas or decimals to enter information into any cell (unless expressly authorized in an instruction).
7. The information provided in Attachment 10 (Route Summary) may be used publically (e.g., directories, County's website, brochures, etc.).
8. To enter a hard return within a cell, press "Alt" and "Enter".
9. Contractor shall maintain documentation to support the information provided in this workbook. Upon request by County, Contractor shall make such documentation available to County within the timeframe and manner as designated by County.

## **COVER PAGE**

1. The Cover Page provides information about Contractor such as its legal name, address, contacts, etc.
2. Enter all requested information that is indicated by the **blue font**. Please note that some of this information (i.e., Program Services, Fiscal Year, Contract Number, etc.) will automatically populate on all other sheets of the workbook.
3. **Program Services**
  - a. The title of the Program Services is pre-populated. This workbook has been developed for Title III C-2 Program Services (“Program Services” or “Program”).
4. **Fiscal Year**
  - a. Identify the Fiscal Year for which the Program Services are being provided by using the following format: 2022-2023.
5. **Contract Number**
  - a. Enter the Contract number as provided by County in the funding allocation letter. If you need assistance in identifying the Contract number, contact your agency’s assigned Contract Analyst.
6. **Contractor’s Legal Name**
  - a. Enter the full legal name of Contractor’s organization (please do not abbreviate). The name listed herein must match the name on Contractor’s articles of incorporation, business license, city charter or bylaws.
7. **Main Administrative Office Address**
  - a. Enter the address (street number and name, suite number, city, state and zip code) of the official representative who is authorized to sign for Contractor (“Authorized Representative”) on this line. County will use this information to send correspondence to Authorized Representative.
8. **Mailing Address (if different from above)**
  - a. If the main administrative office address and the mailing address are the same, enter the following language on the mailing address line: Same as Admin Office. Otherwise, if these two (2) addresses are different then enter the address (street number and name, suite number, city, state and zip code). County will use this information to send correspondence to primary/secondary contact.
9. **Authorized Representative**
  - a. Enter the name of the individual who has been authorized to sign legally binding documents on behalf of Contractor’s organization where such

authorization has been decreed through organization's board resolution or other authorizing document.

- b. Prefix: Enter the appropriate prefix for Authorized Representative.
- c. Job Title: Enter the title of Authorized Representative. Please abbreviate the job title if the title does not fit in the cell.
- d. Phone Number and Ext.:
  - i. Enter the phone number of Authorized Representative where this individual can be reached directly. When entering the phone number, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 2137304414). The result will display in the correct format (i.e., (213) 730-4414).
  - ii. If the phone number is not a direct number then enter the extension where the individual can be reached directly. When entering the extension, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 8667).
- e. E-Mail Address: Enter the e-mail address of Authorized Representative.

#### **10. Primary/Secondary Contact for Program**

- a. Enter the name of the individual who is responsible for overseeing the day-to-day Program Services.
- b. Prefix: Enter the appropriate prefix for primary/secondary contact.
- c. Job Title: Enter the title of the primary/secondary contact. Please abbreviate the job title if the title does not fit in the cell.
- d. Phone Number and Ext.:
  - i. Enter the phone number of the primary/secondary contact for Program where this individual can be reached directly. When entering the phone number, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 2137304414). The result will display in the correct format (i.e., (213) 730-4414).
  - ii. If the phone number is not a direct number then enter the extension where the individual can be reached directly. When entering the extension, enter only numbers without spaces, hyphens, parenthesis or any additional characters (i.e., 8667).
- e. E-Mail Address: Enter the e-mail address of the primary/secondary contact.

## **SECTION I (ROUTE SUMMARY)**

1. This sheet provides specific information that describes the location, point of contact, hours of operation, etc. for each Home-Delivered Meal route that Contractor will serve. This information is presented under the following Columns (and an explanation will be provided for each):
  - a. Column (A) Home-Delivered Meal Route Name
  - b. Column (B) Location of Meal Packaging Facility (Name and Address)
  - c. Column (C) Client Zip Code(s) Served by Route
  - d. Column (D) Vehicle Information
  - e. Column (E) Delivery Day(s)/Time
2. **Column (A) Home-Delivered Meal Route Name**
  - a. Enter the route's name.
  - b. The Home-Delivered Meal routes listed herein shall match those routes listed in Exhibit X2 (Mandated Program Services for Title III C-2 Program), Section II (Services by Month), Column (B) Route Name & Section III (Services by Month), Column (B) Route Name.
3. **Column (B) Location of Meal Packaging Facility (Name and Address)**
  - a. Provide the name and address of the physical location of the facility where the meals are prepared and packaged.
4. **Column (C) Client Zip Code(s) Served by Route**
  - a. Provide the residence zip code for each unduplicated Client who receives Services on the route.
5. **Column (D) Vehicle Information**
  - a. **Sub Column (1) Year/Make/Model**
    - i. Enter the year, make and model of the vehicle that is being used to deliver meals to Clients on this route.
  - b. **Sub Column (2) Staff Driver's Name**
    - i. Enter the first and last name of the Home-Delivered Meal Driver (as defined in Subsection 6.2.12 (Home-Delivered Meal Driver(s)) of Exhibit A (Statement of Work)) who is employed and paid by Contractor and is responsible for delivering the meals to Clients on this route.
  - c. **Sub Column (3) Volunteer Driver's Name**
    - i. Enter the first and last name of the Home-Delivered Meal Volunteer Driver (as defined in Subsection 6.2.12 (Home-Delivered Meal

Driver(s) of Exhibit A (Statement of Work) who is a Volunteer of Contractor and is responsible for delivering the meals to Clients on this route.

**6. Column (E) Delivery Day(s)/Time(s)**

**a. Sub Column (1) Start**

- i. Enter the day(s) and the time when the meal delivery for the route starts by using the following information:
  1. Enter the day(s) of delivery: e.g. Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F
  2. Enter the delivery start time: e.g. 8:00 a.m.
  3. Example 1: when delivery Services occur on Monday, Wednesday and Friday starting at 6:00 a.m. and Tuesday and Thursday starting at 8:00 a.m., enter the following information: M,W,F (6:00 a.m.) T,Th (8:00 a.m.).

**b. Sub Column (2) End**

- i. Enter the day(s) and the time when the meal delivery for the route ends by using the following information:
  1. Enter the day(s) of delivery: e.g. Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F
  2. Enter the delivery ending time: e.g. 12:00 p.m.
- c. Example: when delivery Services occur on Monday, Wednesday and Friday ending at 10:00 a.m. and Tuesday and Thursday ending at 12:00 p.m., enter the following information: M,W,F (10:00 a.m.) T,Th (12:00 p.m.)



**ATTACHMENT 12  
(HOME-DELIVERED MEAL (HDM) PROGRAM  
TELEPHONE REASSURANCE LOG)**



**SUBRECIPIENT:** \_\_\_\_\_ **STAFF/VOLUNTEER:** \_\_\_\_\_ **MONTH:** \_\_\_\_\_

DATE OF CALL	DATE OF LAST CONTACT	NAME OF CLIENT	TELEPHONE NUMBER	HDM ROUTE #	MEAL STATUS	OUTCOME	COMMENTS
					Hot (H) Frozen (F) Waiting List (WL)	Contact (C) No Contact (NC) Left Message (LM)	



**ATTACHMENT 13  
(HOME-DELIVERED MEAL PROGRAM  
PRIORITY OF SERVICE SCREENING TOOL)**



Direction: Please use the tool below to determine priority of service for Home-Delivered Meals (HDM) Clients. Existing Clients must be reassessed in-home every six (6) months. HDM Waiting List Clients must be reassessed on a monthly basis by phone and in-home during the 3<sup>rd</sup> and 9<sup>th</sup> month of initial assessment.

CLIENT: \_\_\_\_\_ PHONE: \_\_\_\_\_

OTHER CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

RELATIONSHIP TO CLIENT: \_\_\_\_\_

CLIENT STATUS:       Active Client                       On HDM Waiting List

TOOL SECTION	UIF SECTION	RISK FACTOR	POINTS
A	1	<b>Living Arrangements</b>	
		Client lives alone without help – 3 pts.	
		Client lives with others without help – 2 pts.	
		Client lives with others with help – 1 pt.	
		Client lives alone with help 4 hours/day or less – 1 pt.	
B	1	Client's income is at or below 100% FPG – 1pt.	
C	3	Client is on SSI – 1 pt.	
D	5	Nutritional Risk Factors (total nutritional risk score on UIF)	
E	6	ADL Risk Factors (1 pt. each activity requiring assistance, 6 pts. max.)	
F	6	IADL Risk Factors (1 pt. each activity requiring assistance, 6 pts. max.)	
G	6	<b>Disability Factors</b>	
		Visually impaired – 1 pt.	
		Hearing impaired 1 pt.	
		Speech impaired- 1 pt.	
		Physical impairment – 1 pt.	
		Client uses walking aids- 1 pt.	
		Client is in wheelchair – 2 pts.	
		Client is bedbound – 3 pts	
		Memory impaired – 1 pt.	
		Depression – 1 pt.	
		Cognitively impaired – 2 pts.	
H	6	Client was recently discharged from the hospital – 2 pts.	
		<i>Hospital:</i>	
		<i>Date of Discharge:</i>	<i>Date to Stop Service:</i>
I		TOTAL SCORE:	

In case of HDM Waiting Lists, clients with greatest need (priority rate 1) are served first.

PRIORITY RATE (Check one that applies)		TOTAL SCORE
<input type="checkbox"/> 1	High	10+
<input type="checkbox"/> 2	Average	6-9
<input type="checkbox"/> 3	Low	Less than 6

Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

Method of Assessments (Check One):     In-Home Assessment

Telephone



## ATTACHMENT 14 (HOME-DELIVERED MEAL PROGRAM PRIORITY OF SERVICE SCREENING TOOL INSTRUCTIONS)



### **PURPOSE**

All HDM Clients and Clients on the HDM Waiting List must be assessed by using the HDM Program Priority of Service Screening Tool to prioritize HDM Clients with the greatest critical needs. The initial screening establishes a weight factor to determine priority placement on the HDM Waiting List.

### **PROCEDURES**

Each Section must be given a value which corresponds to point value established on the Universal Intake Form (UIF).

#### SECTION A: LIVING ARRANGEMENTS

Refer to the UIF Section number 1, Client Demographics, and Standard Operating Procedures (SOP) HDM Client In-Home Assessment (HDM-3), under Client, item number 4.

#### SECTION B: CLIENT'S INCOME IS BELOW 100% FPG

Refer to the UIF Section number 1, Client Demographics.

#### SECTION C: CLIENT IS ON SSI

Refer to the UIF Section number 3, Benefits.

#### SECTION D: NUTRITIONAL RISK FACTORS

Refer to the UIF Section number 5, Nutritional Risk.

#### SECTION E: ACTIVITIES OF DAILY LIVING (ADL) RISK FACTORS

Refer to the UIF Section number 6, Activities of Daily Living (ADL).

#### SECTION F: INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS

Refer to the UIF Section number 6, Instrumental Activities of Daily Living (IADL).

#### SECTION G: DISABILITY FACTORS

Refer to UIF Section number 6, ADL/IADL Risk Factors and Disability Factors.

#### SECTION H: CLIENT WAS RECENTLY DISCHARGED FROM THE HOSPITAL:

Refer to the SOP: Physician Certification of Need (Form HDM-23), the HDM Client In-Home Assessment (Form HDM-24), Telephone Reassurance Calls Script (Form HDM-26), and HDM Telephone Reassurance Call Log (Form HDM-27).

#### SECTION I: TOTAL SCORE

Add Points to each Section.

### **PRIORITY RATE**

Check one box for the Priority Rate that corresponds to the total score. The priority of service will be given to the Clients with the highest total score.

### **SIGNATURE AND DATE**

The staff that completes the form must sign, date, and check the method of the assessment in the box that applies.



**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.

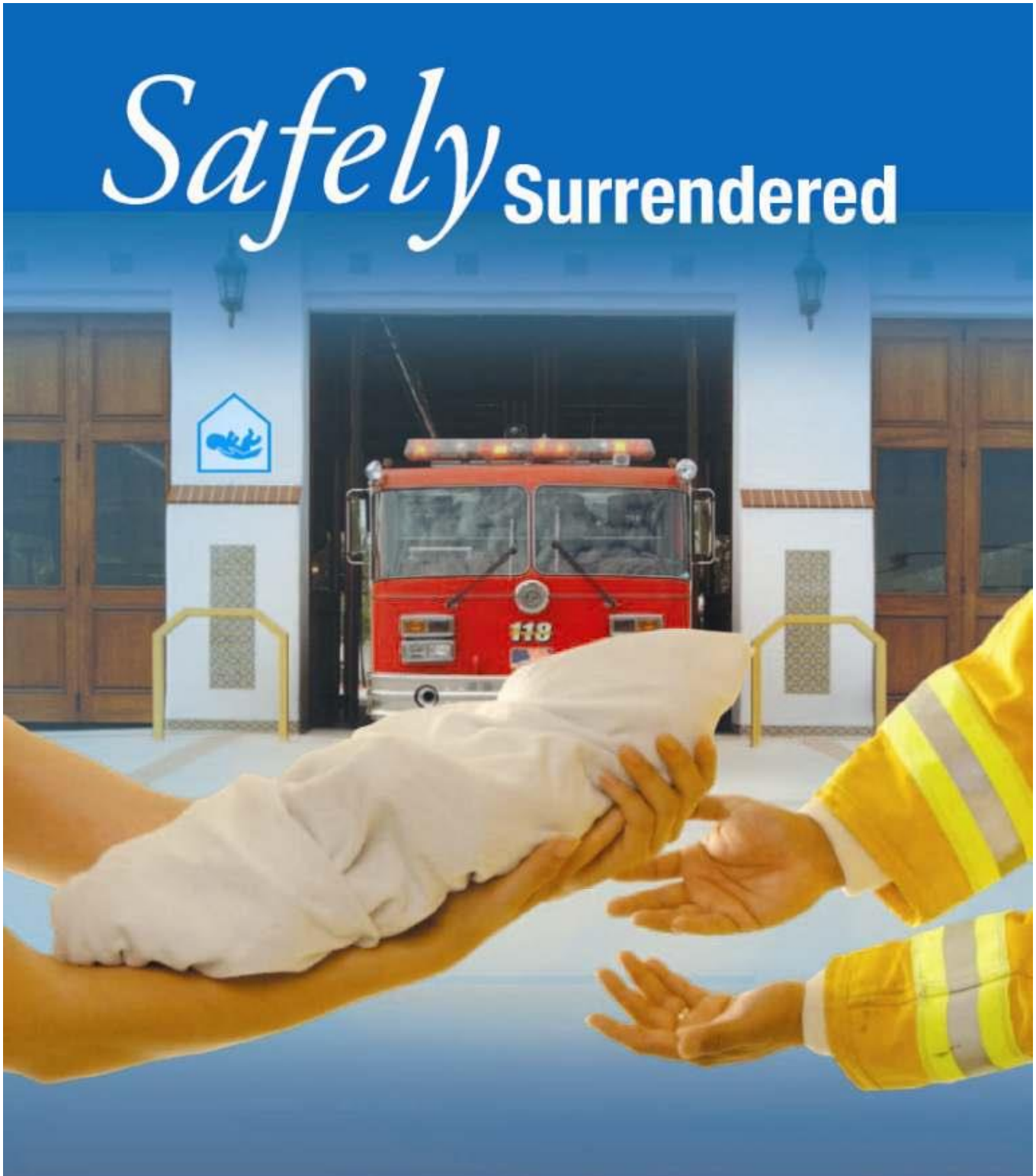
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (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?

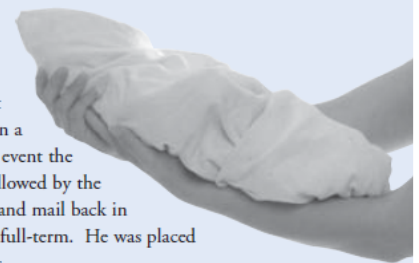
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**EXHIBIT J  
(INTENTIONALLY OMITTED)**

**EXHIBIT K  
(INTENTIONALLY OMITTED)**

**EXHIBIT L  
(INTENTIONALLY OMITTED)**

**EXHIBIT M1  
(INTENTIONALLY OMITTED)**

**EXHIBIT M2  
(INTENTIONALLY OMITTED)**

**EXHIBIT M3  
(INTENTIONALLY OMITTED)**



**EXHIBIT N**  
**(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 Individual(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 Contractor's organization:**

OPTION A:

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

OPTION B:

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

**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.

Contractor's Legal Name

Click here to enter text.

Contract Number

Click here to enter text.

Internal Revenue Service Employer Identification Number

Click here to enter text.

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

Click here to enter text.

Name of Authorized Representative

Click here to enter text.

Title of Authorized Representative

Authorized Representative's Signature

Click here to enter a date.

Date

## **EXHIBIT P (DEFINITIONS)**

### **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 Contract, 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 Contractor's governing body to act on behalf of Contractor and bind Contractor to the Contract.

**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 Contract 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.

**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 Contractor's expenses and accruals incurred through the last day of the Fiscal Year. Contractor 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 Contract.

**Contract:** The written and legally binding agreement that is executed between County and Contractor. 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.

**Contract Document Deliverable(s):** An Exhibit, Attachment, form, certificate, license, etc. that is provided by Contractor as part of the contracting process.

**Contract Sum(s):** Monies that awarded/allocated on an annual basis and reimbursed to Contractor in exchange for Contractor's provision of Program Services (i.e., the total

amount of grant funds that County will provide to Contractor and Contractor will use these funds, in addition to Contractor's own resources, to pay for the total Program operating costs). These monies are contingent upon availability of Federal, State, County, and local funding.

**Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity that has entered into this Contract with County to perform and execute the Work and Services covered by this Contract.

**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 Contract on behalf of the County of Los Angeles with Contractor.

**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 Contractor is in compliance with the requirements of the Contract.

**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 Contract-related matters.

**County's Contract Manager:** The individual designated by County who is responsible for providing direction to Contractor (at Contractor'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 Contract; and, approving Subcontracts and Subcontractor's employees working on this Contract.

**County's Program Manager:** The individual designated by County who is responsible for meeting with Contractor's Project Manager on a regular basis and inspecting all tasks, deliverables, goods, Services, and other work provided by Contractor.

**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 Contractor to provide Program Services under the requirements of this Contract.

**Exhibit:** A document(s) that is included with this Contract as an addition/supplement to this Contract and it forms a part of this Contract (e.g., Exhibit A (Statement of Work) is an exhibit to the Contract).

**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.

**Mandated Program Services (MPS):** A document that identifies the specific Service Categories and Units of Service that Contractor shall provide and the Unit Rate (where applicable) that County will reimburse Contractor upon successful delivery of these Services.

**Management Information System (MIS):** A computerized database system utilized by Contractor to record client information and Services. This system is also utilized for invoicing.

**Maximum Contract Sum:** The combined total of all Contract Sums to be allocated during the term of this Contract (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.

**Modified Total Direct Costs (MTDC):** Direct costs including Contract Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment.

**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 Contractor 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 Contractor shall adhere to, and it reflects some of the performances that will be monitored during the Contract 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 Contract, unless otherwise specified, the Program shall refer to Services and operations reflected in Exhibit A (Statement of Work) for which Contractor receives funds under the terms of this Contract and agrees to provide Services in accordance with relevant Federal, State, and County laws, regulations, and guidelines during the term of this Contract.

**Program Income:** Revenue that is generated by Contractor and/or Subcontractor from Contract-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 Contract Sums.
- Royalties received on patents and copyrights from Contract-supported activities.
- Proceeds from the sale of items created under the Contract.

**Program Service(s):** The specific tasks to be provided (or the Work to be performed) by Contractor under the terms of this Contract as described in Exhibit A (Statement of Work).

**Project Manager:** The individual designated by Contractor who is responsible for Contractor's day-to-day activities as related to this Contract. 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 Contract are met.

**Quality Control Plan:** A written policy that outlines the actions/methods for monitoring or inspecting the delivery of Services under the Contract to ensure Contractor provides a consistently high level of Service.

**Responsible Other:** A person designating by the Client to act on behalf of a 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 Contractor under the terms of this Contract 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 Contractor upon Contractor'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 Contractor's Employee(s) and Volunteers who provide Services under the requirements of this Contract.

**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 Contract Services.

**Subcontract:** The written and legally binding agreement that is executed between Contractor and a third-party vendor (where the vendor is a third-party to this Contract). 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:** A third-party vendor who is properly procured by Contractor for the purpose of completing the Work/providing Services in accordance with this Contract.

**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 Contractor.

**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 Contract, 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 Contractor under the terms of this Contract as described in the Statement of Work.

## II. PROGRAM SPECIFIC TERMS

**Assessment:** A comprehensive and functionally oriented evaluation of the situation and needs of an individual who is potentially eligible to become a client.

**California Retail Food Code (CRFC):** A uniform statewide health and sanitation standard for food facilities found in California Health and Safety Code Section 113700 et seq.

**Congregate Meal Site:** A location such as a senior center, recreation center, multi-purpose center, etc. where Congregate Meals are served to Clients by Contractor. Such sites are approved for use by County prior to being used for Program Services.

**Congregate Meals:** Nutritionally balanced food that is prepared according to the requirements outlined in the Statement of Work and is provided to Clients as part of the Congregate Meal Services. These meals which include American and Ethnic meals are served without charge or at a low cost to mobile older adults (sixty (60) years of age or older) who congregate in a group setting at a central location. These nutritionally sound meals are served five (5) days a week in easily accessible locations.

**Dietary Administrative Support Services Program (DASSP):** DASSP provides centralized dietary services including food service oversight at food production locations, menu development, staff training, technical assistance for Area Agency on Aging (“AAA”) Elderly Nutrition Program (“ENP”) service providers, and nutrition education.

**Dietary Guidelines for Americans:** The authoritative advice jointly issued and updated every five (5) years by the United States Department of Agriculture (USDA) and the Department of Health and Human Services (HHS) concerning consuming fewer calories, making informed food choices and being physically active to attain and maintain a healthy weight, reduce risk of chronic disease, and promote overall health. These Guidelines are intended for Americans two (2) years of age and over, including those at increased risk of chronic disease. These Guidelines encourage Americans to focus on eating a healthful diet — one that focuses on foods and beverages that help achieve and maintain a healthy weight, promote health and prevent disease.

**Elderly Nutrition Program (ENP):** An Area Agency on Aging Program administered by County of Los Angeles Workforce Development, Aging and Community Services (County) which provides nutrition services in accordance with the provisions of Title III C (Nutrition Service) of the **Older Americans Act of 1965 (OAA)**, as amended (Title 42 United States Code Section 3001 et seq.).

**Emergency Meals:** Meals provided to Older Individuals, sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These Services include provision of a minimum of three (3) shelf-stable meals per fiscal year. These meals are to be used in the event of an emergency or natural disaster such as earthquakes, power outage, floods, or any disruption of regular meal service to ENP Clients who are receiving Home-Delivered Meal Services.

**Food Handler’s Certificate:** Employees that prepare and/or serve food must possess a Food Handler’s Certificate issued by an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs. (Only if a retail provider – exempt if only providing to senior meal programs).

**Hazard Analysis Critical Control Point (HACCP):** A systematic preventive approach to food safety which addresses the biological, chemical and physical hazards in production processes (including raw material production, procurement and handling) that can cause the manufacturing, distribution and consumption of the finished product to be unsafe. It also designs measurements to reduce these risks to a safe level. In this manner, HACCP is referred as the prevention of hazards rather than finished product inspection.

**Hazard Analysis Critical Control Point (HACCP) Plan:** A written document that delineates the formal procedures for following the HACCP principles that were developed by the National Advisory Committee on Microbiological Criteria for Foods and complies with the requirements of the Health and Safety Code Section 114055.

**Hazard Analysis Critical Control Point (HACCP) Principles:** The seven (7) basic steps of HACCP which are:

- 1) The completion of hazard analysis identification by identifying the likely hazards to consumers presented by a specific food.
- 2) The determination of critical control points in receiving, storage, preparation, display, and dispensing of a food.
- 3) The setting of measurable critical limits for each critical control point determined.
- 4) Developing and maintaining monitoring practices to determine if critical limits are being met.
- 5) Developing and utilizing corrective action plans when failure to meet critical limits is detected.
- 6) Establishing and maintaining a recordkeeping system to verify adherence to a HACCP plan.
- 7) Establishing a system of audits to:
  - a) Initially verify the effectiveness of the critical limits set and appropriateness of the determination of critical control points.
  - b) Periodically verify the effectiveness of the HACCP plan.

**Home-Delivered Meals:** Nutritionally balanced food that is prepared according to the requirements outlined in the Statement of Work and is delivered to Clients as part of the Home-Delivered Meal Services (it’s also commonly known as “Meals-on-Wheels”). These meals include Hot, Frozen and Emergency meals which are delivered to individuals who are sixty (60) years of age or older and are homebound by reason of illness, disability or are otherwise isolated. Additionally, the Home-Delivered Meal Services includes a component of Services for Telephone Reassurance that provides regular contact and safety checks by phone calls to reassure and support Home-Delivered Meal Clients or Older Individuals who are on a waiting list to receive Home-Delivered Meals.

**Home-Delivered Meals Priority of Service Screening Tool:** Contractor is required to complete tool for all Home-Delivered Meals clients on current HDM waiting list, prior to updating the AAA Management Information System (MIS).

**Home-Delivered Meals Route:** A geographical route that is used by Contractor to deliver Home-Delivered Meals to Clients living along that route. Such routes are approved for delivery by County prior to being used for Program Services.

**Home-Delivered Meals Waiting List:** Contractor is required to maintain an HDM Waiting List that includes all eligible HDM Clients that Contractor cannot provide meals to. Their position on the list is prioritized based on Older Individuals meeting criteria for greatest socioeconomic needs and level of risk of institutional placement if meals are not provided.

**Non-delivered Meals:** Meals that Service Providers are unable to serve due to limited financial resources. It is essential for ENP Service Providers to record the daily number of non-delivered meals in the AAA Management Information System (MIS) In order to track unmet needs.

**Nutrition Counseling:** Provision of individualized advice and guidance by a registered dietician in accordance with Business and Professions Code Sections 2585 and 2586 to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use, or chronic illnesses whereby options and methods for improving their nutritional status are addressed.

**Nutrition Education:** Informing Clients who receive Elderly Nutrition Program Services about current facts and information which will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.

**Nutrition Intervention Follow-Up Services:** Telephonic or in person contact with Client by a registered dietician to encourage and foster responsibility for an individualized plan of action in order to correct negative eating patterns and habits to treat an existing condition and promote health.

**Nutrition Services Incentive Program (NSIP):** The purpose of the NSIP is to provide incentives that encourage and reward effective performance by Contractor in the efficient delivery of nutritious meals to Clients.

**Nutrition-related Supportive Services:** Outreach, transportation, food shopping assistance, and escort of Client to nutrition sites.

**Nutritional Risk Score:** A numerical representation of Client's level of general nutritional health as determined by the Nutrition Screening Index checklist.

**Nutrition Screening:** Completion of a Nutrition Screening Checklist for eligible individuals to determine if they are at nutritional risk.

**Nutrition Screening Checklist:** A federal public information collection requirement in the National Aging Program Information System (NAPIS) found in the Federal Register Volume 59 Number 188 (September 29, 1994).

**Nutrition Screening Index:** A tool used to identify elderly persons who are malnourished or at risk of malnutrition.

**Nutrition Services:** The procurement, preparation, transport, and serving of meals, nutrition education, nutrition screening, and nutrition counseling, to Clients at Congregate Meal sites or in their homes.

**Reassessment:** A formalized method of documenting and analyzing changes to Client during the period since the previous Nutrition Assessment and assuring the Services provided by Contractor are reducing Client's nutritional risk.

**Registered Dietician:** A person who shall be both:

- Qualified as specified in the Business and Professions Code Sections 2885 and 2586
- Registered by the Commission on Dietetic Registration

**Senior Community Service Employment Program (SCSEP):** A community service and work-based job training program for older Americans. Authorized by the Older Americans Act, the program provides training for low-income, unemployed seniors.

**ServSafe®:** A food and beverage safety training and certificate program administered by the National Restaurant Association. The program is accredited by ANSI and the Conference for Food Protection.

**Vulnerable and High-Risk Client:** An individual that is assessed with a Nutritional Risk Score of six (6) or higher, that may also be affected by factors such as an illness or condition that resulted in a change in the kind and/or amount of food that is consumed, consumes fewer than two (2) meals per day, or has unintentionally lost or gained ten (10) pounds in the past six (6) months.

**EXHIBIT Q**  
**(ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)**

The purpose of this Exhibit Q is to establish required accounting, financial reporting, and internal control standards for Contractor.

The accounting, financial reporting and internal control standards described in this Exhibit Q are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit Q represents the minimum required procedures and controls that must be incorporated into Contractor's accounting and financial reporting systems. Contractor certifies that throughout the entirety of this Contract, it shall maintain the required level of staffing as outlined in this Contract. Therefore, the internal control standards described herein are those that apply to Contractor's organization and Contractor shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Contractor's subcontractors must also follow these standards unless otherwise stated in this Contract.

**A. ACCOUNTING AND FINANCIAL REPORTING**

1.0 Basis of Accounting

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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



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

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

1.3 Prepaid Expenses

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

2.0 Accounting System

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

2.1 General Journal

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

<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 Sub-sections A.3.2 (Supporting Documentation) and B.2.4 (Credit Cards) for additional guidance on expense documentation requirements.

#### 2.4 General Ledger

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

#### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

#### 2.6 Payroll Register

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

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

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

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

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

## 2.7 Contractor Invoices

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

## 3.0 Records

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

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

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

encryption standards to prevent unauthorized access and use. If the allowability of expenditures cannot be determined because Contractor's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in 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 Contract.

### 3.2 Supporting Documentation

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

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

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

of County to use a specific type of alternative documentation.

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

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

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

Reimbursement rates for mileage shall not exceed the lesser of County's rate (which County shall provide to Contractor 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 Contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Contractor shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. Contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, Contractor may also maintain vouchers, purchase orders, requisitions, etc.

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

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

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

### 3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Contractor shall complete a disclosure statement identifying the nature of the affiliated, or related organization/ persons. Contractor shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A

reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

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

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

#### 3.4 Filing

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

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

#### 3.5 Referencing

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

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

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

#### 4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Contract must be utilized on allowable Contract expenditures. Similarly,



income from investments (e.g., interest or dividends), where the source of the amount invested is County program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to County.

## 5.0 Audits

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

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

## B. INTERNAL CONTROLS

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

### 1.0 Cash Receipts

#### 1.1. Separate Bank Account or Cost Center

All Contract Sums shall be maintained in a bank account. Contract Sums shall be used exclusively for Services funded under this Contract and shall not be commingled with any other monies of Contractor. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate bank accounts.

#### 1.2 Deposits

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

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

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

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

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

### 1.3 Separation of Duties

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

### 1.4 Bank Reconciliations

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

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

## 2.0 Disbursements

### 2.1 General

All disbursements (other than those made for petty cash, purchases) shall be made using Contractor's check, electronic funds transfer, or debit/credit card.

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

## 2.2 Approvals and Separation of Duties

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

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

## 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by Contractor (e.g., postage due, small purchases of office supply items, etc.). Contractor must obtain prior written approval from County's 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 Contractor issued credit cards and an employee's personal credit card used on behalf of Contractor, should be limited to purchases where established purchasing and disbursement practices are not suitable.

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

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

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

## 3.0 Timekeeping

### 3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent Contractor utilizes electronic timecards and time reports, Contractor must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, Contractor's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Contractor's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

### 3.2 Personnel and Payroll Records

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

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

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

### 3.3 Benefit Balances

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

### 3.4 Limitations on Positions and Salaries

Contractor shall not pay any salaries which are higher than those authorized in this Contract, or the Exhibits thereto, including this Exhibit Q. When this Contract is for **Workforce Innovation and Opportunity Act Program Services**, Contractor shall adhere to Public Law 109-234, as provided by the Employment Development Department (EDD) through its issuance of a directive. Contractor shall obtain the most current version of EDD's directive on salary and bonus limitations on-line using the following Website address:  
[http://www.edd.ca.gov/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 Contractor's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one Contract or program, time charged to the Contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one (1) Contract or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Contractor shall not make retroactive salary adjustments for any employee without prior written approval from County's 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 Contractors who handle cash or have access to Contractor's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Subparagraph 8.25 (Insurance Coverage) of this Contract.

## C. COST PRINCIPLES

### 1.0 Policy

It is the intent of County to provide funds to Contractor for the purpose of providing Services required by this Contract. Contractor shall use these Contract 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 Contractor 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 Contract Sums

Contractor shall comply with this Contract 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 Contractor is unsure of the allowability of any particular type of cost or individual cost, Contractor 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 Contract, Exhibit A (Statement of Work), this Exhibit Q, and Administrative Requirements shall be resolved by giving precedence as follows:

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

1.3 Expenses Incurred Outside the Contract Period

Expenses charged against Contract Sums may not be incurred prior to the effective date of this Contract, or subsequent to this Contract's expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Contract may not be

allowable. For example, legal costs incurred while prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Contract between Contractor and County are not allowable. Expenses charged against Contract 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

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

#### 1.6 Necessary, Proper and Reasonable

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

#### 2.0 Allocable Expenses

When Contractor provides services in addition to the Services required under this Contract, Contractor shall allocate expenditures that benefit programs or funding sources on an equitable basis.

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

Contractor shall maintain documentation 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 Contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of Contractor's organization). Examples of



direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.

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

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

Examples of bases for allocating joint costs as direct costs:

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

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of Contractor's organization, and the salaries and expenses of executive officers, personnel administration, and accounting staff.

Examples of bases for allocating indirect costs:

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

## 2.3 Acceptable Indirect Cost Allocation Methods

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

#### Example

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<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 Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

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

### Multiple Base Allocation Method

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

### Negotiated Indirect Cost Rates

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

approved direct cost base.

When Contractor has an approved indirect cost rate accepted by all Federal awarding agencies, Contractor 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, Contractor shall not use Contract Sums to repay disallowed costs. E.

#### REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE

1.0 Contractor shall report suspected fraud (including welfare fraud), abuse, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Contractor shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any Subcontractors when that fraud affects its Contract with County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel
- Favoritism/nepotism in the awarding of County contracts, selection of vendors or hiring of Contractor's employees
- Theft or misuse of any funds, resources or equipment
- Falsification of records

- Violation of conflict of interest requirements; etc.
- 2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Contract as solely determined by County.
- 3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website: [www.lacountyfraud.org](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 Contractor's non-compliance with the requirements of this Contract. Areas of Contractor's non-compliance include, but are not limited to, the following:
- Contractor's Project Manager or other staff not responding to messages/requests from County staff.
  - Contractor's Project Manager or other staff does not attend trainings/meetings required by County.
  - Contractor staff changes without prior notification to County.
  - Illegal or inappropriate behavior by Contractor's staff.
  - Contractor not submitting reports/documents or maintaining records as required.
  - Contractor not complying with the quality assurance requirements as specified in this Contract.
- 4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Contractor's performance of the requirements of this Contract in addition to being used as the basis for placing Contractor on probation, suspending payment, suspending this Contract, terminating this Contract or any other remedies that are available in this Contract. The UCR may also be used during County's solicitation process to evaluate Contractor's past performance on this Contract in addition to being used when Contractor requests a reference from County for purposes of applying for other grants.

**EXHIBIT R  
(JOINT FUNDING REVENUE DISCLOSURE)**

List all revenue provided to Contractor on an annual basis (including the Contract Sums, foundation grants, donations, etc.). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
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 Contractor's Legal Name

Click here to enter text.  
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 Contract Number

Click here to enter text.  
 \_\_\_\_\_  
 Name of Preparer (Print)

Click here to enter a date.  
 \_\_\_\_\_  
 Date Prepared



**EXHIBIT S**  
**(PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS**  
**FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)**

I. GOVERNING REGULATIONS AND POLICIES

A. If this Contract indicates that Contractor may purchase Fixed Assets, Non-Fixed Assets and Supplies using Contract Sums, pursuant to Subparagraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies) of the Contract, Contractor shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Contract Sums (i.e., Federal, State or County/local monies), Contractor shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:

1.0 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 Contractor through County memorandum, directives, Change Notices, Contract 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 Contractor through County memorandum, directives, Change Notices, Contract 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 Contractor through County memorandum, directives, Change Notices, Contract Amendments, etc.

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

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



not consumed/sold during the normal course of Contractor's business under this Contract. 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 Contract Sums and/or was acquired by Contractor under a Predecessor Agreement(s) for the same/similar purpose as this Contract. Such purchases must be allowable and allocable under the requirements of this Contract. For purposes of this Contract, a Predecessor Agreement(s) shall mean a Contract between County and Contractor that was executed prior to this Contract for the same/similar Program Services as this

Contract, and such Contract has expired or terminated.

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 Contract. 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 Contract Sums and/or was acquired by Contractor under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Contract.
  - 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 Contractor to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.

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

### III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

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

B. Management of Assets and Supplies

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

2.0 During the entire term of this Contract, Contractor is responsible for the replacement or repair of Assets until

Contractor has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.

- 3.0 Contractor shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 4.0 Contractor shall use Assets and Supplies for the purpose for which they are intended under this Contract. When no longer needed for that purpose, Contractor shall treat them as prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.
- 5.0 Contractor may share use of Assets or allow use by other programs upon prior written approval of County. As a condition of approval, County may require payment under this Contract for that use.

C. Loss, Destruction or Theft of Assets

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

1.3.1.3 Facts relating to the crime

1.3.1.4 A copy of the police report, where appropriate

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

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

#### IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

A. Any Asset purchased with the Federal portion of Contract Sums, if any, and/or with Contractor's required matching contributions may not be depreciated or capitalized.

B. Any Asset purchased with the non-Federal portion of Contract Sums, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Contractor's acquisition policies.

C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).

2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Contractor to satisfy funding matching requirements.

3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.

4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) of the acquisition cost if the asset is a building or improvement. A use

allowance in excess of the ceiling percentage must be justified by Contractor.

V. TITLE TO ASSETS

A. Assets Purchased with Contract 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 Contract).

B. Assets Purchased Under a Predecessor Agreement(s)

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

C. Title to Vehicles

1.0 County retains title to vehicles that are purchased with Contract Sums. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.

2.0 Vehicles shall be registered only in the name of Contractor. Such registration applies to all vehicles which are purchased with Contract Sums as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.

3.0 For each vehicle(s) purchased with the Contract Sum(s) under this Contract and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Contractor shall ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Contractor 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, Contractor 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 Contract, Contractor shall adhere to the following:
  - 1.0 Contractor 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 Contract.
  - 2.0 Contractor shall ensure that each vehicle driver has a current, valid California driver's license.

## VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

- A. Necessary Prior Approval to Purchase Assets for Area Agency on Aging Programs
  - 1.0 Prior to purchasing or acquiring any Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use any amount of Contract 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, Contractor 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 Contractor shall submit a written request to County's Contract Manager to request authorization to purchase such Asset.

Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.

3.1 For WIOA Programs, Contractor 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, Contractor shall ensure that all Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Asset is purchased.

5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Asset. Once all written approvals have been received, Contractor shall then include the Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Contractor intends to purchase an item which costs \$475 and Contractor will use \$475 of Contract Sums to purchase this item, prior approval is not required.

6.2 If Contractor intends to purchase an item, which costs \$550 and Contractor will use \$500 of Contract 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 Contractor shall obtain prior written approval from County (and State) in order to sell, trade-in, discard, or transfer to another entity any Asset with a unit acquisition cost of at least \$500 and/or any item which meets the standards outlined in the Contract pertaining to Information Technology. Contractor

shall not dispose of any Asset or Information Technology product unless/until Contractor receives such written approval.

- 2.0 Contractor shall contact County's Contract Manager to obtain specific instructions on how to request prior approval, and Contractor shall adhere to all County and State requirements for the disposal of these Assets/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, Contractor 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 Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Subparagraph 7.6 (Confidentiality) of the Contract, Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Contract.
- 4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

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

- 1.0 Contractor shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500. Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.
- 2.0 Contractor shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the disposal of these Assets.
- 3.0 Prior to the sale, transfer, donation or other disposal of any

Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Subparagraph 7.6 (Confidentiality) of the Contract, Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Contract.

4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

C. Necessary Prior Approval to Dispose of Assets for all Other Programs:

1.0 Contractor shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.

2.0 Contractor shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the disposal of these Assets.

3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and

information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Subparagraph 7.6 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Contract.

4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

D. Necessary Prior Approval to Use Program Income from Sales Revenue

1.0 Contractor shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

2.0 Contractor shall contact County's Program Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the use of such Program Income.

## VIII. PURCHASE REQUIREMENTS FOR ASSETS

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

B. Cost Requirements

1.0 Contractor shall perform a cost or price analysis prior to the purchase of an Asset.

1.1 A cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability and allowability. Contractor shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in Administrative Requirements.

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

C. Competitive Procurement

- 1.0 Contractor shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in Administrative Requirements.
- 2.0 Contractor shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.
- 3.0 Contractor shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.
- 4.0 Contractor or Contractor's agent who develops or drafts specifications, requirements, statements of work, invitation

for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.

5.0 Contractor shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.

6.0 Sole Source Procurement (Non-competitive Procurement)

6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.

6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in 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 Contractor shall ensure that solicitations for Assets provide:

7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.

- 7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.
  - 7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.
  - 7.4 Description of specific features of “brand name” products or an equivalent that bidders are required to meet when such items are included in the solicitation.
  - 7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.
  - 7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.
- 8.0 Contractor shall make an effort to utilize small businesses, minority-owned firms and women’s business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Administrative Requirements.

D. Procurement Instrument

- 1.0 Contractor shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price Contracts, cost reimbursable Contracts, etc.
- 2.0 Contractor shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.
- 3.0 “Cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.

E. Documentation Requirements

- 1.0 Contractor shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).



- 2.0 Contractor shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).
- 3.0 Contractor shall maintain documentation of its cost/price analysis and any sole source procurement.
- 4.0 Contractor's Budget
  - 4.1 Contractor shall report Assets purchased with Contract Sums on the Budget. Prior to reporting Assets on the Budget, Contractor shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.
  - 4.2 Assets purchased by Contractor shall match the Assets reported on the Budget.
  - 4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Contractor shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.
  - 4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Contractor shall submit a Budget Modification to County's Contract Manager before the end of the Fiscal Year pursuant to Subparagraph 9.9 (Modifications) of the Contract.
- 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 Contractor shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.
    - 5.1.2 The supporting documents shall be submitted to County's Contract Manager at the same time that Contractor submits its invoice to County for the Asset.

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

#### IX. INVENTORY REQUIREMENTS FOR ASSETS

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

Contractor shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Contract.

D. Reporting Current Fiscal Year

- 1.0 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Contractor shall complete its report of all Assets purchased during that Fiscal Year.
- 2.0 Contractor shall maintain supporting records for all Assets.
- 3.0 County may require Contractor to submit such supporting records upon request.
- 4.0 Contractor 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, Contractor shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Contractor shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant to Section VII (Approval Requirements for Disposing of Assets), herein.
- B. Consistent with Federal and State regulations, Contractor may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in the 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 Contract, termination of the Program, dissolution of Contractor's operations, or other similar circumstances.

3.0 Contractor may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:

3.1 Only after the Assets have first been offered to and declined in writing by County.

3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Contractor. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Contractor employees; Contractor employees' family members; entities that conduct business or have a relationship with Contractor; Clients; etc.

E. Disposition of Assets upon Dissolution of Contractor's Operations, Expiration or Termination of Contract or Termination of Program

1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:

1.1 After dissolution of Contractor's operations

1.2 Upon expiration or termination of this Contract

1.3 When the Program, for which Assets were purchased, has ended

2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.

3.0 Contractor shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Contract Manager within the timeframe designated by County.

4.0 County reserves the right to require Contractor to transfer such Assets to another entity, including, but not limited to, State, County or another Contractor.

5.0 To exercise the right referenced in Subsection X.E.4.0, herein, County will issue specific written disposition instructions to Contractor no later than ninety (90) days after expiration or termination of this Contract, notification of Contractor's dissolution or termination of the Program.

F. Supplies

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

G. Current Fair Market Value

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

H. Sale of Assets

- 1.0 After receiving written approval from County for this action, Contractor may sell Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.
- 2.0 Contractor shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.
- 3.0 Contractor shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Contractor may be required to reimburse County for the revenue that is

earned pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

- 4.0 After the sale of an Asset, Contractor shall prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.
- 5.0 Contractor shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's 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, Contractor may proceed with this action as a method of disposing those Assets.
- 2.0 Contractor shall transfer Assets according to this order:
  - 2.1 To another program providing the same or similar service as that provided under this Contract.
  - 2.2 To a Federally or State-funded program.
- 3.0 After the transfer of an Asset, Contractor shall prepare an updated Inventory Control Form and shall submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.
- 4.0 Contractor shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Contractor shall forward copies of these receipts to County's 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, Contractor may proceed with this action as a method of disposing those Assets.

2.0 To donate Assets, Contractor shall:

2.1 Prepare an updated Inventory Control Form and submit it to County's 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. Contractor shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:

2.3.1 Names and addresses of Contractor and recipient organization.

2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.

2.3.3 Date when donation was received by recipient organization.

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

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

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

A. Contractor shall be under a continuing obligation throughout the entire term of this Contract to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in Administrative Requirements.

- B. Contractor's non-compliance with these requirements shall subject Contractor to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Subparagraph 9.19 (Remedies for Non-Compliance) of the Contract. County may also impose the following remedies as warranted by the non-compliance:
  - 1.0 Disallow the cost for Assets purchased without prior written approval
  - 2.0 Require Contractor to remit payment for Assets which are not properly disposed or inventoried
  - 3.0 Remove those Assets from Contractor which are not properly maintained pursuant to the requirements outlined herein.

## XII. RECORDKEEPING

- A. Contractor shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Contract.
- B. Contractor 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 Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by County.
- 2.0 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include this Exhibit V (hereafter “Terms and Conditions of Use”), the Contract Management System-Contractor’s Gateway User Acknowledgement Agreement (“User Acknowledgement Agreement”), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor’s non-compliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of this Contract, and/or other actions which County may take at its sole discretion.
- 3.0 System Access and Control
  - 3.1. Contractor shall access the System using the following Uniform Resource Locator (URL) link:  
[https://gateway.css.lacounty.gov:4443/OA\\_HTML/AppsLogin](https://gateway.css.lacounty.gov:4443/OA_HTML/AppsLogin) (please note there is an underscore between “OA” and “HTML” in the URL).
  - 3.2. Contractor shall ensure that data that is accessed using County information technology resources must be used for County authorized purposes and must not be disclosed to others without County’s prior written authorization or unless required by Federal, State or Program regulations.
  - 3.3. Unauthorized access by Contractor to any County information technology resource, including the System, network, software application programs, data files, and restricted work areas is prohibited.
  - 3.4. Accessing the System During Non-Business Hours
    - 3.4.1. County recommends that Contractor does not access the System during non-business hours in order to allow County to provide technical assistance when requested from Users (who are defined in Section 5.0 (User Accounts), herein).
    - 3.4.2. For purposes of this Terms and Conditions of Use, non-business hours are defined as the days and times that are outside of the traditional work week (where the traditional work week is

recognized as Monday – Friday, 8:00 a.m. to 5:00 p.m.). The traditional work week does not include County-recognized holidays.

- 3.4.3. Generally, County-recognized holidays are the same as Federally-recognized holidays such as January 1<sup>st</sup>, July 4<sup>th</sup>, December 25<sup>th</sup>, etc. of each year. Contractor 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 Contractor and County within the System are conducted over a secure network, which has been established by County using Secure Socket Layer technology, one of the most robust encryption platforms available.
- 4.2. The System's URL provides an assurance to County and Contractor that accessing and using the System are done securely. A Web browser in secure mode will display a URL address beginning with "<https://>" rather than the standard "<http://>", where the "s" in "<https://>" stands for "secure".
- 4.3. County has established these secure, standard protocols which encrypt data across publicly used Internet connections.
- 4.4. County will make every effort to provide standard Internet-level performance while Users utilize the System. Contractor shall contact County when it experiences any disruptions in services by following the guidelines established in Sub-section 8.2, herein.

#### 5.0 User Accounts

##### 5.1. Designation of Users

- 5.1.1. Contractor shall designate Contractor Employees (Users) who shall be responsible for operating the System on Contractor's behalf.
- 5.1.2. For purposes of this Terms and Conditions of Use, a Contractor Employee is defined as a staff member on Contractor's payroll who works on this Contract.
- 5.1.3. Contractor shall obtain prior approval from County to designate an account for each User who accesses the System. Contractor shall follow the instruction guides/tutorials provided by County and the general guidelines outlined in Sub-section 5.5 (Requesting User Accounts), herein, for requesting, creating and designating User accounts.

## 5.2. User Account Classification

5.2.1. User accounts are classified as either View-Only or Administrative. Contractor shall designate a classification for each User when requesting approval for a User account.

5.2.2. There are two (2) types of User account classifications:

5.2.2.1. View-Only User: A User who can access the System to view all Contract documents and agency information.

5.2.2.2. Administrative User: A User who can access the System to view all Contract documents and agency information, submit Contract documents to County, update Contractor's administrative information, receive automated System alerts/notices (when designated as the contact person for this responsibility), and perform other functions as defined by County.

## 5.3. Active and Inactive User Accounts

5.3.1. An active User account is defined as a User who has an approved, current, valid account, which does not have an inactive or termination date in the System. This User can access the System and perform functions based on his/her account classification (as defined in Sub-section 5.2 (User Account Classification), herein).

5.3.2. An inactive User account is defined as a User whose account profile has been assigned an inactive or termination date and User can no longer access the System.

5.4. Contractor shall designate and maintain a minimum of two (2) active Users (up to a maximum of four (4) active Users) at all times as follows:

5.4.1. Contractor shall designate at least one (1) Administrative User at the level of Contractor's Project Manager.

5.4.2. Contractor shall designate at least one (1) User who has delegated authority to execute this Contract. This User shall be at the level of the Executive Director and may be classified as either a View-Only User or an Administrative User.

5.4.3. One of the two Users shall be designated as the responsible contact who shall receive and respond to System generated alerts/notices pertaining to Contract Document Deliverables (e.g., insurance certificates, business licenses, permits, etc.).

## 5.5. Requesting User Accounts

5.5.1. Contractor shall obtain prior approval from County in order to establish User accounts in the System. Contractor shall follow these general guidelines to obtain County's approval:

5.5.1.1. Contractor shall review its Employees, assess each of their responsibilities, and determine which Employee(s) should have a User account in the System.

5.5.1.2. Contractor shall provide the Employee with the User Acknowledgement Agreement, and the Employee shall read and complete the form. Contractor's Authorized Representative shall review and sign the form. Contractor shall ensure that the User Acknowledgement Agreement is completed for each Employee that will receive a User account.

5.5.1.3. Contractor shall ensure that the completed User Acknowledgement Agreement is attached/saved in the System as a Contract Document Deliverable (on the General Page of the Administration tab) prior to requesting and being granted access to the System by County.

5.5.1.4. Contractor shall create a profile for each User in the System.

5.5.1.5. Upon County's receipt of the User profile submitted by Contractor, County will review User's profile and Employee's completed User Acknowledgement Agreement.

5.5.1.6. County will inform Contractor whether the User account has been approved or rejected.

## 5.5.2. Approved and Rejected User Accounts

5.5.2.1. Upon approval of Contractor's request for a User account, County will provide User with a unique User Name (logon/System identifier) and a default password.

5.5.2.1.1. User shall be responsible for changing his/her password when prompted by the System.

5.5.2.1.2. User may begin accessing the System immediately.

5.5.2.2. Upon rejection of Contractor's request for a User account, County will follow-up with Contractor to discuss the reason(s) for rejecting Contractor's request for a User account.

### 5.5.3. Contractor's Assurances Upon Creating User Accounts

5.5.3.1. Contractor is responsible for the conduct of all Users who access and utilize the System. Contractor shall ensure that Contractor and its Users adhere to this Terms and Conditions of Use, the User Acknowledgement Agreement, instruction guides/tutorials provided by County, training sessions conducted by County, etc. which establish the policies under which the Users shall operate the System.

5.5.3.2. Contractor shall ensure that each User's copy of the User Acknowledgement Agreement forms are saved in the System as a Contract Document Deliverable. Contractor shall not delete any User Acknowledgement Agreement forms from the System without County's written prior approval.

5.5.3.3. Contractor shall ensure that all Users receive and maintain current copies of all instruction guides/tutorials for using the System, which are developed by County and provided to Contractor.

## 5.6. User Name and Password

5.6.1. Contractor shall ensure that its Users do not share their unique User Name and password with any other person.

5.6.2. County recommends that Users change their passwords every three (3) months to ensure additional password security.

5.6.3. Contractor shall ensure that all Users maintain valid, secure e-mail accounts, which shall be used for self-service maintenance of User Name and password information. In the event that Users forget their User Name or password, User shall adhere to the instruction guides/tutorials provided by County for resetting the User Name or password.

5.6.4. Repeated changes to a User's password outside of the recommended three-month period, as noted in Sub-section 5.6.2, herein, shall be monitored and investigated by County and may result in County suspending User's access.

#### 5.7. Change in User's Status

5.7.1. When a User's status changes (e.g., he/she is no longer employed by Contractor or User's responsibilities change), Contractor's Authorized Representative shall take immediate action to update the User's account profile. Updates to User account profiles shall be approved by County.

5.7.2. Contractor shall update User account profiles in the System by removing a User's account once that User is no longer an Employee on this Contract.

#### 5.7.3. New Employees/Users

5.7.3.1. When Contractor determines that a new Employee shall receive a User account, Contractor shall adhere to the guidelines established in Sub-section 5.5 (Requesting User Accounts), herein, to create an account in the System.

5.7.3.2. Prior to requesting a new User account, Contractor shall ensure that it continues to maintain at least two (2) active Users and does not exceed the maximum of four (4) Users (pursuant to Sub-section 5.4, herein).

5.7.4. Contractor shall regularly review all User account information to ensure accuracy and completeness. Contractor shall ensure that updates are completed whenever administrative changes occur.

5.7.5. If County determines at its own discretion that Contractor is creating or removing User accounts too frequently then County shall take appropriate measures to investigate and remedy these occurrences. Upon County's request, Contractor shall provide sufficient justification for these frequent User account updates.

#### 6.0 General Policies for Use

6.1. County information technology resources are to be used solely for County business purposes.



- 6.2. County may periodically update this Terms and Conditions of Use and the User Acknowledgement Agreement policies. County may also implement future enhancements to the System. Contractor shall ensure that Contractor and Users adhere to all policy updates as well as any new procedures for using System enhancements.
- 6.3. Data Integrity
  - 6.3.1. Contractor shall ensure that Users maintain the integrity of data they enter in the System, and do not save, store or attach electronic files in the System which do not meet the following requirements:
    - 6.3.1.1. File types must be Word, Excel or Portable Data Format (PDF) documents. Files such as pictures, videos, music, PowerPoint presentations, or other files as determined by County are not acceptable types of documents.
    - 6.3.1.2. File types must be compatible with standard/common national brands, including Microsoft Office 2003 products or later version (Word, Excel, etc.), Adobe Reader 9.0 (or later version) or their equivalent.
    - 6.3.1.3. Files shall not be corrupted (i.e., documents shall be free of viruses).
    - 6.3.1.4. The size limit of each file shall not exceed ten (10) megabytes (10 MB).
  - 6.3.2. Contractor's non-compliance with the data requirements outlined herein will be remedied at County's sole discretion.
- 6.4. E-Mail Alerts and Notices
  - 6.4.1. The System generates automatic e-mail alerts and notices based on the occurrence of certain events. These events may include, but are not limited to, confirmation of executed Contract (or Amendments), request for Contract Document Deliverables, notification of expired Contract Compliance Document Deliverables, etc.
  - 6.4.2. Contractor shall ensure that its Users adhere to all alerts and notices generated by the System. These alerts and notices shall convey and have the same effect and importance as alerts and notices sent by County's Administration (or their designees) as defined in Paragraph 6.0 (Administration of Contract-County) in this

Contract and Exhibit E (County's Administration). Contractor shall appropriately respond to all requests for documentation, promptly adhere to due dates/deadline requirements and diligently follow all instructions indicated in the alert/notice.

## 6.5. Administrative Changes

6.5.1. Pursuant to Paragraph 7.0 (Administration of Contract-Contractor) and Paragraph 8.34 (Notices) of this Contract, Contractor shall designate its authorized staff by using Exhibit F (Contractor's Administration). Further, Contractor shall initiate any changes in its staff, including those listed on Exhibit F (Contractor's Administration), by giving written notice to County.

6.5.2. When changes to Contractor's staff, address or other items requiring written notice are necessary, Contractor shall:

6.5.2.1. Adhere to the requirements outlined in Paragraph 8.34 (Notices) of this Contract.

6.5.2.2. Upon providing the required written notice to County, update the administrative data in the System, including all User account profile information.

6.5.3. Implementation and use of the System shall not excuse Contractor from adhering to the requirements for providing proper written notice to County when changes occur in Contractor's administration.

## 7.0 Monitoring

7.1. All County information technology resources are subject to audit and periodic, unannounced review by County.

7.2. County reserves the right to administer, monitor, audit and/or investigate Contractor's access to and use of County's information technology resources (i.e., System, e-mails, Contractor-generated data files, etc.). If evidence of abuse or negligence is identified, County will take the appropriate actions to remedy any areas of Contractor's non-compliance.

7.3. During County's monitoring of User activities, unusual practices will be investigated and reported to County's Administration. County will take the necessary steps to remedy Contractor's inappropriate use of the System. Unusual practices may include, but are not limited to, the following:

7.3.1. Users frequently accessing the System during non-business hours (pursuant to Sub-section 3.4 (Accessing the System During Non-Business Hours), herein).

- 7.3.2. Contractor not maintaining the minimum and/or exceeding the maximum number of Users at any point in time (pursuant to Sub-section 5.4, herein).
- 7.3.3. Users changing their passwords more than the recommended limit (pursuant to Sub-section 5.6.4, herein).
- 7.3.4. Contractor frequently changing its Users (pursuant to Sub-section 5.7.5, herein).

## 8.0 System Maintenance and Technical Assistance

- 8.1. To ensure proper operation of the System, County will periodically perform routine System maintenance activities. Since these activities will impact the ability of Users to access the System, County will notify Users when they attempt to login that System maintenance is occurring and County will indicate the time when the System will become available. Generally, System maintenance activities will occur during non-business hours (e.g., weekends, late evenings, County-recognized holidays, etc.) to limit the impact to Users.
- 8.2. County will provide assistance to Users in the event of technical difficulties that may occur while utilizing the System. Technical assistance will be provided as follows:
  - 8.2.1. Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding County-recognized holidays).
  - 8.2.2. County's Administrator
    - 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. Lynn Tran may be reached by phone or e-mail, respectively, as follows: (323) 513-4214 or [ltran@wdacs.lacounty.gov](mailto:ltran@wdacs.lacounty.gov).
  - 8.2.3. County will follow-up on requests for assistance from Contractor within at least two (2) business days during the traditional work week (pursuant to Sub-sections 3.4.2 and 8.2.1, herein).

**EXHIBIT W1 (BUDGET)**

ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services: CONGREGATE MEAL SERVICES

Funding Type: Older Americans Act (OAA) Title III C-1

Fiscal Year: 2022-2023

Los Angeles County Region: [Select Region]

Contract Number: [Enter Contract Number]

Amendment Number: N/A Modification Number: N/A

Contractor'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) SERVICE CATEGORY	(B) CONTRACT SUM YEAR 1 (CSY1) (1)		(C) CONTRACT'S FUNDS (CF) (2)					(F) TOTAL FUNDING (B+C+D+E)	(G) UNIT RATE		
			(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) CSY1	(2) CF	(3) TOTAL FUNDING
			(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH		(2) IN-KIND	(1) CASH	
American Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Ethnic Meals (Cambodian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Ethnic Meals (Chinese)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Ethnic Meals (Indian/ Vegetarian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Ethnic Meals (Kosher)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Equipment (Purchases) (4)	[Enter]	[Enter]	[Enter]		[Enter]			\$ -			
Equipment (Other) (5)				[Enter]		[Enter]		\$ -			
<b>Grand Total (6)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

COUNTY USE ONLY			
Assigned Program Analyst:		Equipment Purchase(s) Approved by:	
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

**NOTE:**

(1) The CSY1 for each Service Category shall match the CSY1 Cash Other reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(2) The CF for each Service Category shall match the CF reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(3) The minimum required total match is twelve percent (12%) of CSY1.

(4) Funding Amount for Equipment (Purchase(s)) reflected under CSY1 and CF shall match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary).

(5) Funding Amount for Equipment (Other) reflected as CF shall match the Equipment (Other) Funding Amount reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary).

(6) Grand Total Funding Amount under Column (F) Total Funding Amount shall match Grand Total Funding Amount reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary), Column (E) Funding Amount.

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**I. BUDGET DETAIL - PERSONNEL**

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												



**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**II. BUDGET DETAIL - VOLUNTEERS**

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT  (B*C*D*E)	CF		(I) TOTAL IN-KIND  (G + H)	(J) VARIANCE  (F - I)
						(G) MATCH (2)	(H) NON-MATCH		
						(1) IN-KIND	(1) IN-KIND		
<b>DIRECT</b>									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
<b>TOTAL DIRECT VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>									
Indirect Costs (Volunteers)					[Complete as needed]	[Complete as needed]	[Complete as needed]		
<b>GRAND TOTAL</b>									
<b>GRAND TOTAL VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): If an individual's time is allocated to multiple Program Services, that individual's time shall not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(2): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Contractor does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Contractor may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**III. BUDGET DETAIL - VOLUNTEER EXPENSES**

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
<b>TOTAL DIRECT VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**IV. BUDGET DETAIL - SUBCONTRACTS**

(A) SUBCONTRACTOR'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT SUBCONTRACTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Subcontracts)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL SUBCONTRACTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
(1): Use this Budget Detail to report subcontracts with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information shall match the list of Subcontracts reflected on Exhibit Y (List of Subcontracts). Contractor shall obtain prior written approval from County before executing subcontract(s).  
(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**V. BUDGET DETAIL - SUBCONTRACTS FOR CATERED FOOD**

(A) SUBCONTRACTOR'S NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS  (C*D*E)	(G) CSY1		CF					(K) TOTAL FUNDING  (G+H+I+J)	(L) VARIANCE  (F - K)
						(1) CASH OTHER	(2) CASH NSIP	(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
								(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND			
<b>DIRECT</b>														
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
<b>TOTAL DIRECT FOR SUBCONTRACTS CATERED FOOD</b>					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>														
Indirect Costs (Subcontracts for Catered Food)						(2)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?														
<b>GRAND TOTAL</b>														
<b>GRAND TOTAL SUBCONTRACTS FOR CATERED FOOD</b>					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
 (1): Use this Budget Detail to report subcontracts with caterers by entering the name of the caterer. The information provided herein shall be included in Exhibit Y (List of subcontracts). Contractor shall obtain prior written approval from County before executing subcontract(s).  
 (2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column G (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VI. BUDGET DETAIL - RAW FOOD**

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1		CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
							(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>													
American Meals													
Ethnic Meals (Cambodian)													
Ethnic Meals (Chinese)													
Ethnic Meals (Indian/Vegetarian)													
Ethnic Meals (Kosher)													
<b>TOTAL DIRECT RAW FOOD</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>													
Indirect Costs (Raw Food)					(1)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?													
<b>GRAND TOTAL</b>													
<b>GRAND TOTAL RAW FOOD</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
(1): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VII. BUDGET DETAIL - SPACE**

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds \$2.00 per square foot, that will be supported by the CSY1.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VIII. BUDGET DETAIL - EQUIPMENT**

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS  (C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
<b>GRAND TOTAL</b>												
<b>TOTAL DIRECT EQUIPMENT</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
 (1) County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drive and portable hard drives), and/or when Contractor will use \$500 or more of the CSY1 to purchase the Equipment/Asset.

Contractor shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Equipment using CSY1 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Contractor must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Contractor must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

(2) Purchase includes any equipment that Contractor intends to purchase. Contractor shall report this using any combination of CSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Contractor (e.g. donated items). Contractor shall report this using any combination of Match In-kind and/or Non-match In-kind.

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**IX. BUDGET DETAIL - OTHER COSTS**

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
<b>TOTAL DIRECT OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.
- (2): Contractor shall obtain prior written approval from County if utilizing CSY1 for Conferences.
- (3): Contractor shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.
- (4): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.
- (5): Contractor shall obtain prior written approval from County if utilizing CSY1 for Travel (Other).
- (6): Contractor shall contact their assigned Contract Analyst if there is a cost(s) that Contractor would like to add that is not included in the drop down list. Contractor shall provide detailed explanation of the cost to County review.
- (7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**X. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)						(C) FUNDING CATEGORIES		(D) FUNDING (1)							
		(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate			(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate		
<b>DIRECT</b>																	
1	Personnel	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	1	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
2	Volunteers	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	1	CSY1	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
3	Volunteer Expenses	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	2	Match	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
		Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
4	Subcontracts	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	3	Non-Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
5	Subcontracts for Catered Food	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	3	Non-Match	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
		Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
6	Raw Food	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	3	Non-Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
		Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
7	Space	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	3	Non-Match	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]									



**X. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)						(C) FUNDING CATEGORIES			(D) FUNDING (1)						
		(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate				(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate	
8	Equipment	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	4	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
9	Other Costs	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	4	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
10	Subtotal Direct Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5	Subtotal Funding for Direct Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Variance (Costs-Funding)		Cash															
		In-Kind															
<b>INDIRECT</b>																	
11	Personnel	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	6	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
12	Volunteers	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	6	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
13	Volunteer Expenses	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	6	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
14	Subcontracts	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	7	Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
15	Subcontracts for Catered Food	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	7	Match	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	

**X. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)						(C) FUNDING CATEGORIES			(D) FUNDING (1)						
		(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate				(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate	
16	Raw Food	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	8	Non-Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
17	Space	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	9	Program Income	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
18	Other Costs	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	9	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
19	Subtotal Indirect Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10	Subtotal Funding for Indirect Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Variance (Costs-Funding)		Cash															
		In-Kind															
<b>GRAND TOTAL</b>																	
20	Total Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11	Total Funding	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	GRAND TOTAL COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12	GRAND TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Variance (Costs-Funding)																	
Contractor meets minimum match requirement.																	

**NOTE:**  
(1): Costs and Funding shall match.

**EXHIBIT W1 (BUDGET)**  
**{FY 2022-23 FEDERAL ARPA FUNDS}**

ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services: CONGREGATE MEAL SERVICES

Funding Type: Federal American Rescue Plan Act (ARPA)

Fiscal Year: 2022-2023

Los Angeles County Region: [Select Region]

Contract Number: [Enter Contract Number]

Amendment Number: N/A Modification Number: N/A

Contractor'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) SERVICE CATEGORY	(B) CONTRACT SUM YEAR 1 (CSY1) (1)		(C) CONTRACTOR'S FUNDS (CF) (2)					(F) TOTAL FUNDING (B+C+D+E)	(G) UNIT RATE		
			(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) CSY1	(2) CF	(3) TOTAL FUNDING
			(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH				
American Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Ethnic Meals (Cambodian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Ethnic Meals (Chinese)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Ethnic Meals (Indian/ Vegetarian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Ethnic Meals (Kosher)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Equipment (Purchases) (4)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Equipment (Other) (5)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
<b>Grand Total (6)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

COUNTY USE ONLY			
Assigned Program Analyst:		Equipment Purchase(s) Approved by:	
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

**NOTE:**

- (1) The CSY1 for each Service Category shall match the CSY1 Cash Other reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
- (2) The CF for each Service Category shall match the CF reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
- (3) The minimum required total match is twelve percent (12%) of CSY1.
- (4) Funding Amount for Equipment (Purchase(s)) reflected under CSY1 and CF shall match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary).
- (5) Funding Amount for Equipment (Other) reflected as CF shall match the Equipment (Other) Funding Amount reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary).
- (6) Grand Total Funding Amount under Column (F) Total Funding Amount shall match Grand Total Funding Amount reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary), Column (E) Funding Amount.





**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**II. BUDGET DETAIL - VOLUNTEERS**

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT  (B*C*D*E)	CF		(I) TOTAL IN-KIND  (G + H)	(J) VARIANCE  (F - I)
						(G) MATCH (2)	(H) NON-MATCH		
						(1) IN-KIND	(1) IN-KIND		
<b>DIRECT</b>									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
<b>TOTAL DIRECT VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>									
Indirect Costs (Volunteers)					[Complete as needed]	[Complete as needed]	[Complete as needed]		
<b>GRAND TOTAL</b>									
<b>GRAND TOTAL VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): If an individual's time is allocated to multiple Program Services, that individual's time shall not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(2): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Contractor does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Contractor may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**III. BUDGET DETAIL - VOLUNTEER EXPENSES**

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH (2) IN-KIND	(1) CASH (2) IN-KIND	(1) CASH (2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
<b>TOTAL DIRECT VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**IV. BUDGET DETAIL - SUBCONTRACTS**

(A) SUBCONTRACTOR'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF						(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME			
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH			
<b>DIRECT</b>													
[Enter name and description]													
[Enter name and description]													
[Enter name and description]													
[Enter name and description]													
[Enter name and description]													
[Enter name and description]													
[Enter name and description]													
<b>TOTAL DIRECT SUBCONTRACTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>													
Indirect Costs (Subcontracts)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -		
Do indirect costs exceed the ten percent (10%) maximum?													
<b>GRAND TOTAL</b>													
<b>GRAND TOTAL SUBCONTRACTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
(1): Use this Budget Detail to report subcontracts with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information shall match the list of Subcontracts reflected on Exhibit Y (List of Subcontracts). Contractor shall obtain prior written approval from County before executing subcontract(s).  
(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of contractor's modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**V. BUDGET DETAIL - SUBCONTRACTS FOR CATERED FOOD**

(A) SUBCONTRACTOR'S NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS  (C*D*E)	(G) CSY1		CF					(K) TOTAL FUNDING  (G+H+I+J)	(L) VARIANCE  (F - K)
						(1) CASH OTHER	(2) CASH NSIP	(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
								(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>														
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
<b>TOTAL DIRECT SUBCONTRACTS FOR CATERED FOOD</b>														<b>\$0</b>
<b>INDIRECT</b>														
Indirect Costs (Subcontracts for Catered Food)						(2)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?														
<b>GRAND TOTAL</b>														
<b>GRAND TOTAL SUBCONTRACTS FOR CATERED FOOD</b>														<b>\$0</b>

**NOTE:**  
 (1): Use this Budget Detail to report subcontracts with caterers by entering the name of the caterer. The information provided herein shall be included in Exhibit Y (List of Subcontracts). Contractor shall obtain prior written approval from County before executing subcontract(s).  
 (2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column G (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VI. BUDGET DETAIL - RAW FOOD**

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1		CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
							(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(2) CASH IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>													
American Meals													
Ethnic Meals (Cambodian)													
Ethnic Meals (Chinese)													
Ethnic Meals (Indian/Vegetarian)													
Ethnic Meals (Kosher)													
<b>TOTAL DIRECT RAW FOOD</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>													
Indirect Costs (Raw Food)					(1)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?													
<b>GRAND TOTAL</b>													
<b>GRAND TOTAL RAW FOOD</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
(1): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VII. BUDGET DETAIL - SPACE**

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds \$2.00 per square foot, that will be supported by the CSY1.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VIII. BUDGET DETAIL - EQUIPMENT**

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS  (C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
<b>GRAND TOTAL</b>												
<b>TOTAL DIRECT EQUIPMENT</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$0</b>

**NOTE:**  
 (1) County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drive and portable hard drives), and/or when Contractor will use \$500 or more of the CSY1 to purchase the Equipment/Asset.

Contractor shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Equipment using CSY1 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Contractor must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Contractor must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

(2) Purchase includes any equipment that Contractor intends to purchase. Contractor shall report this using any combination of CSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Contractor (e.g. donated items). Contractor shall report this using any combination of Match In-kind and/or Non-match In-kind.

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**IX. BUDGET DETAIL - OTHER COSTS**

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
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Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
<b>TOTAL DIRECT OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.
- (2): Contractor shall obtain prior written approval from County if utilizing CSY1 for Conferences.
- (3): Contractor shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.
- (4): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.
- (5): Contractor shall obtain prior written approval from County if utilizing CSY1 for Travel (Other).
- (6): Contractor shall contact their assigned Contract Analyst if there is a cost(s) that Contractor would like to add that is not included in the drop down list. Contractor shall provide detailed explanation of the cost to County review.
- (7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**X. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)						(C) FUNDING CATEGORIES		(D) FUNDING (1)								
		(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate			(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate			
<b>DIRECT</b>																		
1	Personnel	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	1	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
2	Volunteers	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	1	CSY1	Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]										
3	Volunteer Expenses	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	2	Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]										
5	Subcontracts for Catered Food	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	3	Non-Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]										
6	Raw Food	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	3	Non-Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]										
7	Space	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	3	Non-Match	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]										

**X. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)						(C) FUNDING CATEGORIES			(D) FUNDING (1)						
		(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate				(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate	
8	Equipment	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	4	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
9	Other Costs	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	4	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
10	Subtotal Direct Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5	Subtotal Funding for Direct Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	
		Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	
		Cash															
Variance (Costs-Funding)		In-Kind															
<b>INDIRECT</b>																	
11	Personnel	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	6	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
12	Volunteers	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	6	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	
13	Volunteer Expenses	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
14	Subcontracts	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	7	Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
15	Subcontracts for Catered Food	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	7	Match	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	



**X. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)						(C) FUNDING CATEGORIES			(D) FUNDING (1)						
		(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate				(1) Total Budgeted Costs	(2) Amer. Meals Unit Rate	(3) Ethnic Meals (Cam) Unit Rate	(4) Ethnic Meals (Chi) Unit Rate	(5) Ethnic Meals (Ind) Unit Rate	(6) Ethnic Meals (Kos) Unit Rate	
16	Raw Food	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	8	Non-Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
17	Space	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	9	Program Income	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
18	Other Costs	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	9	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]				\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
19	Subtotal Indirect Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10	Subtotal Funding for Indirect Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Variance (Costs-Funding)		Cash															
		In-Kind															
<b>GRAND TOTAL</b>																	
20	Total Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11	Total Funding	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	GRAND TOTAL COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12	GRAND TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Variance (Costs-Funding)																	
Contractor meets minimum match requirement.																	

**NOTE:**  
(1): Costs and Funding shall match.

**EXHIBIT W2 (BUDGET)**

ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services: HOME-DELIVERED MEAL SERVICES

Funding Type: Older Americans Act (OAA) Title III C-2

Fiscal Year: 2022-2023

Los Angeles County Region: [Select Region]

Contract Number: [Enter Contract Number]

Amendment Number: N/A Modification Number: N/A

Contractor'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) SERVICE CATEGORY	(B) CONTRACT SUM YEAR 1 (CSY1) (1)		(C) CONTRACTOR'S FUNDS (CF) (2)					(F) TOTAL FUNDING (B+C+D+E)	(G) UNIT RATE		
			(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) CSY1	(2) CF	(3) TOTAL FUNDING
			(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH				
Hot Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Frozen Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Emergency Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Equipment (Purchases) (4)	[Enter]	[Enter]	[Enter]		[Enter]			\$ -			
Equipment (Other) (5)				[Enter]		[Enter]		\$ -			
<b>Grand Total (6)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

COUNTY USE ONLY			
Assigned Program Analyst:		Equipment Purchase(s) Approved by:	
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

**NOTE:**

- (1) The CSY1 for each Service Category shall match the CSY1 Cash Other reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
- (2) The CF for each Service Category shall match the CF reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
- (3) The minimum required total match is twelve percent (12%) of CSY1.

- (4) Funding Amount for Equipment (Purchase(s)) reflected under CSY1 and CF shall match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary).
- (5) Funding Amount for Equipment (Other) reflected as CF shall match the Equipment (Other) Funding Amount reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary).

- (6) Grand Total Funding Amount under Column (F) Total Funding Amount shall match Grand Total Funding Amount reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary), Column (F) Total.





**Program Services:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**II. BUDGET DETAIL - VOLUNTEERS**

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT  (B*C*D*E)	CF		(I) TOTAL IN-KIND  (G + H)	(J) VARIANCE  (F - I)
						(G) MATCH (2)	(H) NON-MATCH		
						(1) IN-KIND	(1) IN-KIND		
<b>DIRECT</b>									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
<b>TOTAL DIRECT VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>									
Indirect Costs (Volunteers)					[Complete as needed]	[Complete as needed]	[Complete as needed]		
<b>GRAND TOTAL</b>									
<b>GRAND TOTAL VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**

(1): If an individual's time is allocated to multiple Program Services, that individual's time shall not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(2): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Contractor does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Contractor may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

**Program Services:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**III. BUDGET DETAIL - VOLUNTEER EXPENSES**

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
<b>TOTAL DIRECT VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**IV. BUDGET DETAIL - SUBCONTRACTS**

(A) SUBCONTRACTOR'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT SUBCONTRACTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Subcontracts)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL LOWER TIER SUBCONTRACTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
(1): Use this Budget Detail to report subcontracts with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information shall match the list of Subcontracts reflected on Exhibit Y (List of Subcontracts). Contractor shall obtain prior written approval from County before executing subcontract(s).  
(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**V. BUDGET DETAIL - SUBCONTRACTS FOR CATERED FOOD**

(A) SUBCONTRACTOR'S NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS  (C*D*E)	(G) CSY1		CF					(K) TOTAL FUNDING  (G+H+I+J)	(L) VARIANCE  (F - K)
						(1) CASH OTHER	(2) CASH NSIP	(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
								(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>														
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
<b>TOTAL DIRECT SUBCONTRACTS FOR CATERED FOOD</b>					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>														
Indirect Costs (Subcontracts for Catered Food)						(2)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?														
<b>GRAND TOTAL</b>														
<b>GRAND TOTAL SUBCONTRACTS FOR CATERED FOOD</b>					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**

- (1): Use this Budget Detail to report subcontracts with caterers by entering the name of the caterer. The information provided herein shall be included in Exhibit Y (List of Subcontracts). Contractor shall obtain prior written approval from County before executing subcontract(s).
- (2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column G (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VI. BUDGET DETAIL - RAW FOOD**

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1		CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
							(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>													
Hot Meals													
Frozen Meals													
Emergency Meals													
<b>TOTAL DIRECT RAW FOOD</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>													
Indirect Costs (Raw Food)					(1)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?													
<b>GRAND TOTAL</b>													
<b>GRAND TOTAL RAW FOOD</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
 (1): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VII. BUDGET DETAIL - SPACE**

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds \$2.00 per square foot, that will be supported by the CSY1.  
(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VIII. BUDGET DETAIL - EQUIPMENT**

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS  (C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
<b>GRAND TOTAL</b>												
<b>TOTAL DIRECT EQUIPMENT</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$0</b>

**NOTE:**

(1) County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), and/or when Contractor will use \$500 or more of the CSY1 to purchase the Equipment/Asset.

Contractor shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Equipment using CSY1 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Contractor must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Contractor must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

(2) Purchase includes any equipment that Contractor intends to purchase. Contractor shall report this using any combination of CSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Contractor (e.g. donated items). Contractor shall report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: HOME-DELIVERED MEAL SERVICES  
 Funding Type: Older Americans Act (OAA) Title III C-2  
 Fiscal Year: 2022-2023  
 Los Angeles County Region: [Select Region]  
 Contract Number: [Enter Contract Number]  
 Amendment Number: N/A Modification Number: N/A  
 Contractor's Legal Name: [Enter Legal Name]

**IX. BUDGET DETAIL - OTHER COSTS**

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(2) CASH IN-KIND	(1) CASH IN-KIND	(2) CASH IN-KIND	(1) CASH		
<b>DIRECT</b>												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
<b>TOTAL DIRECT OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>INDIRECT</b>												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.
- (2): Contractor shall obtain prior written approval from County if utilizing CSY1 for Conferences.
- (3): Contractor shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.
- (4): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.
- (5): Contractor shall obtain prior written approval from County if utilizing CSY1 for Travel (Other).
- (6): Contractor shall contact their assigned Contract Analyst if there is a cost(s) that Contractor would like to add that is not included in the drop down list. Contractor shall provide detailed explanation of the cost to County review.
- (7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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: HOME-DELIVERED MEAL SERVICES  
 Funding Type: Older Americans Act (OAA) Title III C-2  
 Fiscal Year: 2022-2023  
 Los Angeles County Region: [Select Region]  
 Contract Number: [Enter Contract Number]  
 Amendment Number: N/A Modification Number: N/A  
 Contractor's Legal Name: [Enter Legal Name]

**X. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)				(C) FUNDING CATEGORIES		(D) FUNDING (1)					
		(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate			(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate		
<b>DIRECT</b>													
1	Personnel	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	1	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]			Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]			Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]
2	Volunteers	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	1	CSY1	Subtotal	\$ -	\$ -	\$ -	\$ -
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]							
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]							
3	Volunteer Expenses	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	2	Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]							
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]							
4	Subcontracts	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	2	Match	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]							
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]							
		Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]							
5	Subcontracts for Catered Food	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	3	Non-Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]							
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]							
		Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]							
6	Raw Food	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	3	Non-Match	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]							
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]							
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]							
7	Space	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	3	Non-Match	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]							
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]							

**X. BUDGET SUMMARY**

(A) COST CATEGORIES			(B) COSTS (1)				(C) FUNDING CATEGORIES			(D) FUNDING (1)					
			(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate				(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate		
8	Equipment	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	4	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]		
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
9	Other Costs	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
10	Subtotal Direct Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	5	Subtotal Funding for Direct Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -		
		Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -			Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -		
		Cash (CF)	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -		
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -		
Variance (Costs-Funding)			Cash												
			In-Kind												
<b>INDIRECT</b>															
11	Personnel	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	6	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]		
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
12	Volunteers	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]				
13	Volunteer Expenses	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]				
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]				
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]							
14	Subcontracts	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	7	Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]		
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]				
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]				
15	Subcontracts for Catered Food	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]			[Enter]	[Enter]	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]			[Enter]	[Enter]					
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]			[Enter]	[Enter]					

**X. BUDGET SUMMARY**

(A) COST CATEGORIES			(B) COSTS (1)				(C) FUNDING CATEGORIES		(D) FUNDING (1)				
			(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate			(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate	
16	Raw Food	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	8	Non-Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
17	Space	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	9	Program Income	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
18	Other Costs	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	9	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
19	Subtotal Indirect Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	10	Subtotal Funding for Indirect Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -
		Cash (CF)	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -
Variance (Costs-Funding)		Cash											
Variance (Costs-Funding)		In-Kind											
<b>GRAND TOTAL</b>													
20	Total Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	11	Total Funding	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -
		Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -			Cash NSIP (CSY1)	\$ -	\$ -	\$ -	\$ -
		Cash (CF)	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -
21	<b>GRAND TOTAL COSTS</b>		\$ -	\$ -	\$ -	\$ -	12	<b>GRAND TOTAL FUNDING</b>		\$ -	\$ -	\$ -	\$ -
Variance (Costs-Funding)													
Contractor meets minimum match requirement.													

**NOTE:**  
(1): Costs and Funding shall match.



**EXHIBIT W2 (BUDGET)  
{FY 2022-23 FEDERAL ARPA FUNDS}**

ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services: HOME-DELIVERED MEAL SERVICES

Funding Type: Federal American Rescue Plan Act (ARPA)

Fiscal Year: 2022-2023

Los Angeles County Region: [Select Region]

Contract Number: [Enter Contract Number]

Amendment Number: N/A Modification Number: N/A

Contractor'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) SERVICE CATEGORY	(B) CONTRACT SUM YEAR 1 (CSY1) (1)		(C) CONTRACTOR'S FUNDS (CF) (2)					(F) TOTAL FUNDING (B+C+D+E)	(G) UNIT RATE		
			(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) CSY1	(2) CF	(3) TOTAL FUNDING
			(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH				
Hot Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Frozen Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Emergency Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
Equipment (Purchases) (4)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -			
Equipment (Other) (5)				[Enter]		[Enter]		\$ -			
<b>Grand Total (6)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

COUNTY USE ONLY			
Assigned Program Analyst:		Equipment Purchase(s) Approved by:	
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

**NOTE:**

- (1) The CSY1 for each Service Category shall match the CSY1 Cash Other reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
- (2) The CF for each Service Category shall match the CF reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
- (3) The minimum required total match is twelve percent (12%) of CSY1.
- (4) Funding Amount for Equipment (Purchase(s)) reflected under CSY1 and CF shall match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary).
- (5) Funding Amount for Equipment (Other) reflected as CF shall match the Equipment (Other) Funding Amount reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary).
- (6) Grand Total Funding Amount under Column (F) Total Funding Amount shall match Grand Total Funding Amount reflected in Exhibit X2 (Mandated Program Services), Section I (Units of Service Summary), Column (F) Total.





**Program Services:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**II. BUDGET DETAIL - VOLUNTEERS**

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT  (B*C*D*E)	CF		(I) TOTAL IN-KIND  (G + H)	(J) VARIANCE  (F - I)
						(G) MATCH (2)	(H) NON-MATCH		
						(1) IN-KIND	(1) IN-KIND		
<b>DIRECT</b>									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
<b>TOTAL DIRECT VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>									
Indirect Costs (Volunteers)					[Complete as needed]	[Complete as needed]	[Complete as needed]		
<b>GRAND TOTAL</b>									
<b>GRAND TOTAL VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): If an individual's time is allocated to multiple Program Services, that individual's time shall not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(2): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Contractor does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Contractor may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

**Program Services:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**III. BUDGET DETAIL - VOLUNTEER EXPENSES**

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
<b>TOTAL DIRECT VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**IV. BUDGET DETAIL - SUBCONTRACTS**

(A) SUBCONTRACTOR'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT SUBCONTRACTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Subcontracts)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL SUBCONTRACTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
(1): Use this Budget Detail to report subcontracts with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the services provided by the vendor. Information shall match the list of Subcontracts reflected on Exhibit Y (List of Subcontracts). Contractor shall obtain prior written approval from County before executing subcontract(s).  
(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**V. BUDGET DETAIL - SUBCONTRACTS FOR CATERED FOOD**

(A) SUBCONTRACTOR'S NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS  (C*D*E)	(G) CSY1		CF					(K) TOTAL FUNDING  (G+H+I+J)	(L) VARIANCE  (F - K)
						(1) CASH OTHER	(2) CASH NSP	(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
								(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>														
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
<b>TOTAL DIRECT SUBCONTRACTS FOR CATERED FOOD</b>					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>														
Indirect Costs (Subcontracts for Catered Food)						(2)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?														
<b>GRAND TOTAL</b>														
<b>GRAND TOTAL SUBCONTRACTS FOR CATERED FOOD</b>					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**

- (1): Use this Budget Detail to report subcontracts with caterers by entering the name of the caterer. The information provided herein shall be included in Exhibit Y (List of Subcontracts). Contractor shall obtain prior written approval from County before executing subcontract(s).
- (2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column G (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VI. BUDGET DETAIL - RAW FOOD**

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1		CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
							(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(2) CASH IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH				
<b>DIRECT</b>													
Hot Meals													
Frozen Meals													
Emergency Meals													
<b>TOTAL DIRECT RAW FOOD</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>													
Indirect Costs (Raw Food)					(1)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?													
<b>GRAND TOTAL</b>													
<b>GRAND TOTAL RAW FOOD</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
(1): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VII. BUDGET DETAIL - SPACE**

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
<b>TOTAL DIRECT SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>
<b>INDIRECT</b>												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL SPACE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$0</b>

**NOTE:**  
(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds \$2.00 per square foot, that will be supported by the CSY1.  
(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** HOME-DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**VIII. BUDGET DETAIL - EQUIPMENT**

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS  (C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
<b>GRAND TOTAL</b>												
<b>TOTAL DIRECT EQUIPMENT</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$0</b>

**NOTE:**

(1) County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), and/or when Contractor will use \$500 or more of the CSY1 to purchase the Equipment/Asset.

Contractor shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Equipment using CSY1 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Contractor must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Contractor must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

(2) Purchase includes any equipment that Contractor intends to purchase. Contractor shall report this using any combination of CSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Contractor (e.g. donated items). Contractor shall report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: HOME-DELIVERED MEAL SERVICES  
 Funding Type: Federal American Rescue Plan Act (ARPA)  
 Fiscal Year: 2022-2023  
 Los Angeles County Region: [Select Region]  
 Contract Number: [Enter Contract Number]  
 Amendment Number: N/A Modification Number: N/A  
 Contractor's Legal Name: [Enter Legal Name]

**IX. BUDGET DETAIL - OTHER COSTS**

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(2) CASH IN-KIND	(1) CASH IN-KIND	(2) CASH IN-KIND	(1) CASH		
<b>DIRECT</b>												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
<b>TOTAL DIRECT OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH (2) IN-KIND	(1) CASH (2) IN-KIND	(1) CASH (2) IN-KIND	(1) CASH		
<b>INDIRECT</b>												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

- (1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.
- (2): Contractor shall obtain prior written approval from County if utilizing CSY1 for Conferences.
- (3): Contractor shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.
- (4): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.
- (5): Contractor shall obtain prior written approval from County if utilizing CSY1 for Travel (Other).
- (6): Contractor shall contact their assigned Contract Analyst if there is a cost(s) that Contractor would like to add that is not included in the drop down list. Contractor shall provide detailed explanation of the cost to County review.
- (7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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: HOME-DELIVERED MEAL SERVICES  
 Funding Type: Federal American Rescue Plan Act (ARPA)  
 Fiscal Year: 2022-2023  
 Los Angeles County Region: [Select Region]  
 Contract Number: [Enter Contract Number]  
 Amendment Number: N/A Modification Number: N/A  
 Contractor's Legal Name: [Enter Legal Name]

**X. BUDGET SUMMARY**

(A) COST CATEGORIES			(B) COSTS (1)				(C) FUNDING CATEGORIES		(D) FUNDING (1)					
			(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate			(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate		
<b>DIRECT</b>														
1	Personnel	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	1	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]			Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]			Cash NSIP (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	
2	Volunteers	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	2	Match	Subtotal	\$ -	\$ -	\$ -	\$ -	
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]					In-Kind (CF)	\$ -	[Enter]	[Enter]
3	Volunteer Expenses	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	3	Non-Match	Cash (CF)			\$ -	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				Cash (CF)		\$ -	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]					In-Kind (CF)	\$ -	[Enter]	[Enter]
4	Subcontracts	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	4	Match	In-Kind (CF)			\$ -	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				Cash (CF)		\$ -	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]					In-Kind (CF)	\$ -	[Enter]	[Enter]
5	Subcontracts for Catered Food	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	5	Non-Match	In-Kind (CF)			\$ -	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				Cash (CF)		\$ -	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]					In-Kind (CF)	\$ -	[Enter]	[Enter]
6	Raw Food	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	6	Match	In-Kind (CF)			\$ -	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				Cash (CF)		\$ -	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]					In-Kind (CF)	\$ -	[Enter]	[Enter]
7	Space	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	7	Non-Match	In-Kind (CF)			\$ -	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				Cash (CF)		\$ -	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]					In-Kind (CF)	\$ -	[Enter]	[Enter]

**X. BUDGET SUMMARY**

(A) COST CATEGORIES			(B) COSTS (1)				(C) FUNDING CATEGORIES			(D) FUNDING (1)					
			(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate				(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate		
8	Equipment	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	4	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]		
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
9	Other Costs	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
10	Subtotal Direct Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	5	Subtotal Funding for Direct Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -		
		Cash (CF)	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -		
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -		
		Cash													
		Variance (Costs-Funding)	In-Kind												
<b>INDIRECT</b>															
11	Personnel	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	6	CSY1	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]		
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
12	Volunteers	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
13	Volunteer Expenses	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]						
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]						
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]						
14	Subcontracts	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	7	Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]		
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]			
15	Subcontracts for Catered Food	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]			[Enter]	[Enter]	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]			[Enter]	[Enter]		[Enter]			
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]			[Enter]	[Enter]		[Enter]			
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]			

**X. BUDGET SUMMARY**

(A) COST CATEGORIES			(B) COSTS (1)				(C) FUNDING CATEGORIES		(D) FUNDING (1)				
			(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate			(1) Total Budgeted Costs	(2) Hot Meals Unit Rate	(3) Frozen Meals Unit Rate	(4) Emergency Meals Unit Rate	
16	Raw Food	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	8	Non-Match	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
17	Space	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	9	Program Income	In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
18	Other Costs	Cash Other (CSY1)	\$ -	[Enter]	[Enter]	[Enter]	9	Program Income	Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]
		Cash (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
		In-Kind (CF)	\$ -	[Enter]	[Enter]	[Enter]				[Enter]	[Enter]	[Enter]	
19	Subtotal Indirect Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	10	Subtotal Funding for Indirect Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -
		Cash (CF)	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -
Variance (Costs-Funding)		Cash											
Variance (Costs-Funding)		In-Kind											
<b>GRAND TOTAL</b>													
20	Total Costs	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -	11	Total Funding	Cash Other (CSY1)	\$ -	\$ -	\$ -	\$ -
		Cash (CF)	\$ -	\$ -	\$ -	\$ -			Cash (CF)	\$ -	\$ -	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -	\$ -	\$ -
21	<b>GRAND TOTAL COSTS</b>		\$ -	\$ -	\$ -	\$ -	12	<b>GRAND TOTAL FUNDING</b>		\$ -	\$ -	\$ -	\$ -
Variance (Costs-Funding)													
Contractor meets minimum match requirement.													

**NOTE:**  
(1): Costs and Funding shall match.

**EXHIBIT W3 (BUDGET)**

**ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.**

Program Services: TELEPHONE REASSURANCE SERVICES

Funding Type: Older Americans Act (OAA) Title III B

Fiscal Year: 2022-2023

Los Angeles County Region: [Select Region]

Contract Number: [Enter Contract Number]

Amendment Number: N/A Modification Number: N/A

Contractor'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 Ext.] [Enter E-Mail]  
Prefix Authorized Representative Job Title Phone Number Ext. E-Mail Address

[Select] [Enter Name] [Enter Title] [Enter Number] [Enter Ext.] [Enter E-Mail]  
Prefix Project Manager Job Title Phone Number Ext. E-Mail Address

[Select] [Enter Name] [Enter Title] [Enter Number] [Enter Ext.] [Enter E-Mail]  
Prefix Budget Analyst Job Title Phone Number Ext. E-Mail Address

**PROGRAM FUNDING SUMMARY**

(A) SERVICE CATEGORY	(B) CONTRACT SUM YEAR 1 (CSY1) (1)	(C) CONTRACTOR'S FUNDS (CF) (2)					(F) TOTAL FUNDING (B+C+D+E)	(G) UNIT RATE		
		(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) CSY1	(2) CF	(3) TOTAL FUNDING
		(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH				
Telephone Calls	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ -	\$ -	\$ -	\$ -
<b>Grand Total (4)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

COUNTY USE ONLY			
Assigned Program Analyst:		Equipment Purchase(s) Approved by:	
Assigned Contract Analyst:			
Budget Reviewed and Approved by:		Date:	

(1) The CSY1 for each Service Category shall match the CSY1 reflected in Exhibit X3 (Mandated Program Services), Section I (Service Unit Summary) for each Service Category.

(2) The CF for each Service Category shall match the CF reflected in Exhibit X3 (Mandated Program Services), Section I (Service Unit Summary) for each Service Category.

(3) The minimum required total match is twelve percent (12%) of CSY1.

(4) Grand Total Funding Amount under Column (F) Total Funding Amount shall match Grand Total Funding Amount reflected in Exhibit X3 (Mandated Program Services), Section I (Service Unit Summary), Column (E) Funding Amount.



**Program Services:** TELEPHONE REASSURANCE SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III B  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**I. BUDGET DETAIL - PERSONNEL**

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
<b>DIRECT</b>												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

**I. BUDGET DETAIL - PERSONNEL**

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1	CF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Taxes	[Enter Rate]				(3)	(3)	(3)	(3)	(3)	(3)		
Benefits	[Enter Rate]				(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Personnel)				[Enter Indirect]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
GRAND TOTAL PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title, then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Director/Recreation Director).

(2): If an individual's time is allocated to multiple Program Services, that individual's time shall not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(3): Enter the amount of funding that Contractor will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Contractor 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 Contractor's modified total direct cost reflected under Column F (CSY1 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:** TELEPHONE REASSURANCE SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III B  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**II. BUDGET DETAIL - VOLUNTEERS**

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT  (B*C*D*E)	CF		(I) TOTAL IN-KIND  (G + H)	(J) VARIANCE  (F - I)
						(G) MATCH (1)	(H) NON-MATCH		
						(1) IN-KIND	(1) IN-KIND		
<b>DIRECT</b>									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
<b>TOTAL DIRECT VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>									
Indirect Costs (Volunteers)					[Complete as needed]	[Complete as needed]	[Complete as needed]		
<b>GRAND TOTAL</b>									
<b>GRAND TOTAL VOLUNTEERS</b>					\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
(1): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Contractor does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Contractor may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

**Program Services:** TELEPHONE REASSURANCE SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III B  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**III. BUDGET DETAIL - VOLUNTEER EXPENSES**

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
<b>TOTAL DIRECT VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL VOLUNTEER EXPENSES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** TELEPHONE REASSURANCE SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III B  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**IV. BUDGET DETAIL - OTHER COSTS**

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
<b>DIRECT</b>												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) CSY1  (1) CASH OTHER	CF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
<b>TOTAL DIRECT OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>INDIRECT</b>												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL OTHER COSTS</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

- NOTE:**
- (1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.
  - (2): Contractor shall obtain prior written approval from County if utilizing CSY1 for Conferences.
  - (3): Contractor shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.
  - (4): Effective January 1, 2022, County's approved mileage rate is \$0.545 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.
  - (5): Contractor shall obtain prior written approval from County if utilizing CSY1 for Travel (Other).
  - (6): Contractor shall contact their assigned Contract Analyst if there is a cost(s) that Contractor would like to add that is not included in the drop down list. Contractor shall provide detailed explanation of the cost to County review.
  - (7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Contractor's modified total direct cost reflected under Column F (CSY1 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:** TELEPHONE REASSURANCE SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III B  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**V. BUDGET SUMMARY**

(A) COST CATEGORIES		(B) COSTS (1)		(C) FUNDING CATEGORIES		(D) FUNDING (2)			
		(1) Total Budgeted Costs	(2) Telephone Calls Unit Rate			(1) Total Budgeted Costs	(2) Telephone Calls Unit Rate		
<b>DIRECT</b>									
1	Personnel	Cash Other (CSY1)	\$ -	[Enter]	1	CSY1	Cash Other (CSY1)	\$ -	[Enter]
		Cash (CF)	\$ -	[Enter]					
		In-Kind (CF)	\$ -	[Enter]					
2	Volunteers	In-Kind (CF)	\$ -	[Enter]	2	Match	Cash (CF)	\$ -	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]			In-Kind (CF)	\$ -	[Enter]
3	Volunteer Expenses	Cash (CF)	\$ -	[Enter]	3	Non-Match	Cash (CF)	\$ -	[Enter]
		In-Kind (CF)	\$ -	[Enter]			In-Kind (CF)	\$ -	[Enter]
		Cash Other (CSY1)	\$ -	[Enter]					
4	Other Costs	Cash (CF)	\$ -	[Enter]	4	Program Income	Cash (CF)	\$ -	[Enter]
		In-Kind (CF)	\$ -	[Enter]					
		Cash Other (CSY1)	\$ -	[Enter]					
5	Subtotal Direct Costs	Cash (CF)	\$ -	\$ -	5	Subtotal Funding for Direct Costs	Cash (CF)	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -
		Cash Other (CSY1)	\$ -	\$ -			Cash Other (CSY1)	\$ -	\$ -
Variance (Costs-Funding)		Cash (CF)							
		In-Kind (CF)							
		Cash Other (CSY1)							

INDIRECT									
6	Personnel	Cash Other (CSY1)	\$ -	[Enter]	6	CSY1	Cash Other (CSY1)		[Enter]
		Cash (CF)	\$ -	[Enter]					[Enter]
		In-Kind (CF)	\$ -	[Enter]					[Enter]
7	Volunteers	In-Kind (CF)	\$ -	[Enter]	7	Match	Cash (CF)	\$ -	[Enter]
8	Volunteer Expenses	Cash Other (CSY1)	\$ -	[Enter]	8	Non-Match	In-Kind (CF)	\$ -	[Enter]
		Cash (CF)	\$ -	[Enter]			Cash (CF)	\$ -	[Enter]
		In-Kind (CF)	\$ -	[Enter]			In-Kind (CF)	\$ -	[Enter]
9	Other Costs	Cash Other (CSY1)	\$ -	[Enter]	9	Program Income	Cash (CF)		
		Cash (CF)	\$ -	[Enter]					
		In-Kind (CF)	\$ -	[Enter]					[Enter]
10	Subtotal Indirect Costs	Cash Other (CSY1)	\$ -	\$ -	10	Subtotal Funding for Indirect Costs	Cash Other (CSY1)	\$ -	\$ -
		Cash (CF)	\$ -	\$ -			Cash (CF)	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -
Variance (Costs-Funding)		Cash Other (CSY1)							
		Cash (CF)							
		In-Kind (CF)							
GRAND TOTAL									
11	Total Costs	Cash Other (CSY1)	\$ -	\$ -	11	Total Funding	Cash Other (CSY1)	\$ -	\$ -
		Cash (CF)	\$ -	\$ -			Cash (CF)	\$ -	\$ -
		In-Kind (CF)	\$ -	\$ -			In-Kind (CF)	\$ -	\$ -
12	GRAND TOTAL COSTS		\$ -	\$ -	12	GRAND TOTAL FUNDING		\$ -	\$ -
Variance (Costs-Funding)									
Contractor meets minimum match requirement.									

**NOTE:**

(1): Costs and Funding shall match.



## EXHIBIT X1 (MANDATED PROGRAM SERVICES)

<b>Program Services:</b>	<u>CONGREGATE MEAL SERVICES</u>		
<b>Funding Type:</b>	<u>Older Americans Act (OAA) Title III C-1</u>		
<b>Fiscal Year:</b>	<u>2022-2023</u>		
<b>Los Angeles County Region:</b>	<u>[Select Region]</u>		
<b>Contract Number:</b>	<u>[Enter Contract Number]</u>		
<b>Amendment Number:</b>	<u>N/A</u>	<b>Modification Number:</b>	<u>N/A</u>
<b>Contractor's Legal Name:</b>	<u>[Enter Legal Name]</u>		

<u>[Enter Address]</u>	<u>[Enter City]</u>	<u>CA</u>	<u>[Enter Zip]</u>
<b>Main Administrative Office Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>

<u>[Enter Address]</u>	<u>[Enter City]</u>	<u>CA</u>	<u>[Enter Zip]</u>
<b>Mailing Address (if different from above)</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>

<u>[Select]</u>	<u>[Enter Name]</u>	<u>[Enter Title]</u>	<u>[Enter #'s Only]</u>	<u>[Enter]</u>	<u>[E-Mail Address]</u>
<b>Prefix</b>	<b>Authorized Representative</b>	<b>Job Title</b>	<b>Phone Number</b>	<b>Ext.</b>	<b>E-Mail Address</b>

<u>[Select]</u>	<u>[Enter Name]</u>	<u>[Enter Title]</u>	<u>[Enter #'s Only]</u>	<u>[Enter]</u>	<u>[E-Mail Address]</u>
<b>Prefix</b>	<b>Project Manager</b>	<b>Job Title</b>	<b>Phone Number</b>	<b>Ext.</b>	<b>E-Mail Address</b>

<u>[Select]</u>	<u>[Enter Name]</u>	<u>[Enter Title]</u>	<u>[Enter #'s Only]</u>	<u>[Enter]</u>	<u>[E-Mail Address]</u>
<b>Prefix</b>	<b>Budget Analyst</b>	<b>Job Title</b>	<b>Phone Number</b>	<b>Ext.</b>	<b>E-Mail Address</b>

COUNTY USE ONLY			
Assigned Program Analyst:			
Assigned Contract Analyst:			
MPS Reviewed and Approved by:		Date:	

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**I. UNITS OF SERVICE SUMMARY**

(A) SERVICE CATEGORY		(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
American Meals		CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
		CSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal CSY1 (Cash Other and Cash NSIP)		\$ -	\$ -	
		CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			
Ethnic Meals	[Select Ethnic Meal Style]	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		[Enter Unduplicated Clients]
		CSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal CSY1 (Cash Other and Cash NSIP)		\$ -	\$ -	
		CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			

(A) SERVICE CATEGORY		(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
Ethnic Meals	[Select Ethnic Meal Style]	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
		CSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal CSY1 (Cash Other and Cash NSIP)		\$ -	\$ -	
		CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		<b>Total (4)</b>	[Enter Total Unduplicated Units]			
Equipment (Purchases) (8)					[Enter Approved Amount]	
Equipment (Other) (9)					[Enter Amount]	
<b>GRAND TOTAL SERVICES/FUNDING</b>			-		\$ -	-

**NOTE:**

(1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work) Subsection 10.2 (Congregate Meal Requirements). These individuals are counted only once within a FY for reporting purposes.

(2) Please Enter the Unit Rates: a) for CSY1 (Cash Other) and for CSY1 (Cash NSIP) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for CF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Contractor for the Services).

(3) Please enter the number of Units for each Service Category to be provided using CSY1 (Cash Other), CSY1 (Cash NSIP), and CF.

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service shall match the corresponding Total Units reflected in Sections II, III, and IV (Services by Month) column (P) Total.

(5) The Total and Grand Total amounts under column (E) Funding Amount shall match the Total and Grand Total amounts reflected in Exhibit W1 (Budget) (cover page) column (F) Total Funding.

(6) CSY1: Contract Sum Year 1

(7) CF: Contractor's Funds

(8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit W1 (Budget).

(9) Enter the amount of equipment (other) that is reflected in Exhibit W1 (Budget).

Program Services: CONGREGATE MEAL SERVICES  
 Funding Type: Older Americans Act (OAA) Title III C-1  
 Fiscal Year: 2022-2023  
 Los Angeles County Region: [Select Region]  
 Contract Number: [Enter Contract Number]  
 Amendment Number: N/A Modification Number: N/A  
 Contractor's Legal Name: [Enter Legal Name]

**II. SERVICES BY MONTH - AMERICAN MEALS**

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**  
 (1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**III. SERVICES BY MONTH - ETHNIC MEALS**

[Select Ethnic Meal Style]

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-1  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**IV. SERVICES BY MONTH - ETHNIC MEALS**

[Select Ethnic Meal Style]

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

**EXHIBIT X1 (MANDATED PROGRAM SERVICES)  
{FY 2022-23 FEDERAL ARPA FUNDS}**

Program Services: CONGREGATE MEAL SERVICES

Funding Type: Federal American Rescue Plan Act ( (ARPA)

Fiscal Year: 2022-2023

Los Angeles County Region: [Select Region]

Contract Number: [Enter Contract Number]

Amendment Number: N/A Modification Number: N/A

Contractor's Legal Name: [Enter Legal Name]

[Enter Address] [Enter City] CA [Enter Zip]

**Main Administrative Office Address** **City** **State** **Zip Code**

[Enter Address] [Enter City] CA [Enter Zip]

**Mailing Address (if different from above)** **City** **State** **Zip Code**

[Select] [Enter Name] [Enter Title] [Enter #'s Only] [Enter] [E-Mail Address]

**Prefix** **Authorized Representative** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

[Select] [Enter Name] [Enter Title] [Enter #'s Only] [Enter] [E-Mail Address]

**Prefix** **Project Manager** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

[Select] [Enter Name] [Enter Title] [Enter #'s Only] [Enter] [E-Mail Address]

**Prefix** **Budget Analyst** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

COUNTY USE ONLY			
Assigned Program Analyst:			
Assigned Contract Analyst:			
MPS Reviewed and Approved by:		Date:	

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act ( ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**I. UNITS OF SERVICE SUMMARY**

(A) SERVICE CATEGORY		(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
American Meals		CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
		Subtotal CSY1 (Cash Other)		\$ -	\$ -	
		CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			
Ethnic Meals	[Select Ethnic Meal Style]	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		[Enter Unduplicated Clients]
		Subtotal CSY1 (Cash Other)		\$ -	\$ -	
		CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			



(A) SERVICE CATEGORY		(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
Ethnic Meals	[Select Ethnic Meal Style]	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
		Subtotal CSY1 (Cash Other)		\$ -	\$ -	
		CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			
Equipment (Purchases) (8)					[Enter Approved Amount]	
Equipment (Other) (9)					[Enter Amount]	
<b>GRAND TOTAL SERVICES/FUNDING</b>			-		\$ -	-

- NOTE:**
- (1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work) Subsection 10.2 (Congregate Meal Requirements). These individuals are counted only once within a FY for reporting purposes.
  - (2) Please Enter the Unit Rates: a) for CSY1 (Cash Other) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for CF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Contractor for the Services).
  - (3) Please enter the number of Units for each Service Category to be provided using CSY1 (Cash Other) and CF.
  - (4) The Total Unduplicated Units for each Service Category under column (C) Units of Service shall match the corresponding Total Units reflected in Sections II, III, and IV (Services by Month) column (P) Total.
  - (5) The Total and Grand Total amounts under column (E) Funding Amount shall match the Total and Grand Total amounts reflected in Exhibit W1 (Budget) (cover page) column (F) Total Funding.
  - (6) CSY1: Contract Sum Year 1
  - (7) CF: Contractor's Funds
  - (8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit W1 (Budget).
  - (9) Enter the amount of equipment (other) that is reflected in Exhibit W1 (Budget).

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act ( ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**II. SERVICES BY MONTH - AMERICAN MEALS**

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**  
(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act ( ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**III. SERVICES BY MONTH - ETHNIC MEALS**

[Select Ethnic Meal Style]

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

**Program Services:** CONGREGATE MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act ( ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**IV. SERVICES BY MONTH - ETHNIC MEALS**

[Select Ethnic Meal Style]

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.



**Program Services:** HOME DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**I. UNITS OF SERVICE SUMMARY**

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
Hot Meals	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
	CSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
	<b>Subtotal CSY1</b> (Cash Other and Cash NSIP)		\$ -	\$ -	
	CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			
Frozen Meals	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		[Enter Unduplicated Clients]
	CSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
	<b>Subtotal CSY1</b> (Cash Other and Cash NSIP)		\$ -	\$ -	
	CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
Emergency Meals	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
	CSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
	Subtotal CSY1 (Cash Other and Cash NSIP)		\$ -	\$ -	
	CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			
Equipment (Purchases) (8)				[Enter Approved Amount]	
Equipment (Other) (9)				[Enter Amount]	
<b>GRAND TOTAL SERVICES/FUNDING</b>		-		\$ -	-

**NOTE:**

(1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work) Subsection 10.3 (Home-Delivered Meal Services Requirements). These individuals are counted only once within a FY for reporting purposes.

(2) Please Enter the Unit Rates: a) for CSY1 (Cash Other) and for CSY1 (Cash NSIP) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for CF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Contractor for the Services).

(3) Please enter the number of Units for each Service Category to be provided using CSY1 (Cash Other), CSY1 (Cash NSIP), and CF.

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service shall match the corresponding Total Units reflected in Sections II, III, IV and V (Services by Month) column (P) Total.

(5) The Total and Grand Total amounts under column (E) Funding Amount shall match the Total and Grand Total amounts reflected in Exhibit W2 (Budget) (cover page) column (F) Total Funding.

(6) CSY1: Contract Sum Year 1

(7) CF: Contractor's Funds

(8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit W2 (Budget).

(9) Enter the amount of equipment (other) that is reflected in Exhibit W2 (Budget).

**Program Services:** HOME DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**II. SERVICES BY MONTH - HOT MEALS**

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total



**Program Services:** HOME DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**III. SERVICES BY MONTH - FROZEN MEALS**

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total

Program Services: HOME DELIVERED MEAL SERVICES  
 Funding Type: Older Americans Act (OAA) Title III C-2  
 Fiscal Year: 2022-2023  
 Los Angeles County Region: [Select Region]  
 Contract Number: [Enter Contract Number]  
 Amendment Number: N/A Modification Number: N/A  
 Contractor's Legal Name: [Enter Legal Name]

**IV. SERVICES BY MONTH - HOT & FROZEN MEALS ROUTES**

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL		(E) AUG		(F) SEP		(G) OCT		(H) NOV		(I) DEC		(J) JAN		(K) FEB		(L) MAR		(M) APR		(N) MAY		(O) JUN		(P) TOTAL (1)			
			Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen		
1																												0	0	
2																													0	0
3																													0	0
4																													0	0
5																													0	0
6																													0	0
7																													0	0
8																													0	0
9																													0	0
10																													0	0
11																													0	0
12																													0	0
13																													0	0
14																													0	0
15																													0	0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**  
 (1) Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total

**Program Services:** HOME DELIVERED MEAL SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III C-2  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**V. SERVICES BY MONTH - EMERGENCY MEALS**

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total

**EXHIBIT X2 (MANDATED PROGRAM SERVICES)  
{FY 2022-23 FEDERAL ARPA FUNDS}**

Program Services: HOME DELIVERED MEAL SERVICES

Funding Type: Federal American Rescue Plan Act (ARPA)

Fiscal Year: 2022-2023

Los Angeles County Region: [Select Region]

Contract Number: [Enter Contract Number]

Amendment Number: N/A Modification Number: N/A

Contractor's Legal Name: [Enter Legal Name]

[Enter Address] [Enter City] CA [Enter Zip]  
**Main Administrative Office Address** **City** **State** **Zip Code**

[Enter Address] [Enter City] CA [Enter Zip]  
**Mailing Address (if different from above)** **City** **State** **Zip Code**

[Select] [Enter Name] [Enter Title] [Enter #'s Only] [Enter] [E-Mail Address]  
**Prefix** **Authorized Representative** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

[Select] [Enter Name] [Enter Title] [Enter #'s Only] [Enter] [E-Mail Address]  
**Prefix** **Project Manager** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

[Select] [Enter Name] [Enter Title] [Enter #'s Only] [Enter] [E-Mail Address]  
**Prefix** **Budget Analyst** **Job Title** **Phone Number** **Ext.** **E-Mail Address**

COUNTY USE ONLY			
Assigned Program Analyst:			
Assigned Contract Analyst:			
MPS Reviewed and Approved by:		Date:	

Program Services: HOME DELIVERED MEAL SERVICES  
 Funding Type: Federal American Rescue Plan Act (ARPA)  
 Fiscal Year: 2022-2023  
 Los Angeles County Region: [Select Region]  
 Contract Number: [Enter Contract Number]  
 Amendment Number: N/A Modification Number: N/A  
 Contractor's Legal Name: [Enter Legal Name]

**I. UNITS OF SERVICE SUMMARY**

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
Hot Meals	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		[Enter Unduplicated Clients]
	Subtotal CSY1 (Cash Other)		\$ -	\$ -	
	CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			
Frozen Meals	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		[Enter Unduplicated Clients]
	Subtotal CSY1 (Cash Other)		\$ -	\$ -	
	CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
Emergency Meals	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
	Subtotal CSY1 (Cash Other)		\$ -	\$ -	
	CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	<b>Total (4)</b>	<b>[Enter Total Unduplicated Units]</b>			
Equipment (Purchases) (8)				[Enter Approved Amount]	
Equipment (Other) (9)				[Enter Amount]	
<b>GRAND TOTAL SERVICES/FUNDING</b>		-		\$ -	-

**NOTE:**

- (1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work) Subsection 10.3 (Home-Delivered Meal Services Requirements). These individuals are counted only once within a FY for reporting purposes.
- (2) Please Enter the Unit Rates: a) for CSY1 (Cash Other) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for CF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Contractor for the Services).
- (3) Please enter the number of Units for each Service Category to be provided using CSY1 (Cash Other) and CF.
- (4) The Total Unduplicated Units for each Service Category under column (C) Units of Service shall match the corresponding Total Units reflected in Sections II, III, IV and V (Services by Month) column (P) Total.
- (5) The Total and Grand Total amounts under column (E) Funding Amount shall match the Total and Grand Total amounts reflected in Exhibit W2 (Budget) (cover page) column (F) Total Funding.
- (6) CSY1: Contract Sum Year 1
- (7) CF: Contractor's Funds
- (8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit W2 (Budget).
- (9) Enter the amount of equipment (other) that is reflected in Exhibit W2 (Budget).

**Program Services:** HOME DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**II. SERVICES BY MONTH - HOT MEALS**

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total

**Program Services:** HOME DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**III. SERVICES BY MONTH - FROZEN MEALS**

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
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13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total



Program Services: HOME DELIVERED MEAL SERVICES  
 Funding Type: Federal American Rescue Plan Act (ARPA)  
 Fiscal Year: 2022-2023  
 Los Angeles County Region: [Select Region]  
 Contract Number: [Enter Contract Number]  
 Amendment Number: N/A Modification Number: N/A  
 Contractor's Legal Name: [Enter Legal Name]

**IV. SERVICES BY MONTH - HOT & FROZEN MEALS ROUTES**

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL		(E) AUG		(F) SEP		(G) OCT		(H) NOV		(I) DEC		(J) JAN		(K) FEB		(L) MAR		(M) APR		(N) MAY		(O) JUN		(P) TOTAL (1)			
			Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen	Hot	Frozen		
1																												0	0	
2																													0	0
3																													0	0
4																													0	0
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15																													0	0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**  
 (1) Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total

**Program Services:** HOME DELIVERED MEAL SERVICES  
**Funding Type:** Federal American Rescue Plan Act (ARPA)  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**V. SERVICES BY MONTH - EMERGENCY MEALS**

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
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8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**

(1) Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total



**Program Services:** TELEPHONE REASSURANCE SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III B  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**I. UNITS OF SERVICE SUMMARY**

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
Telephone Calls	CSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
	CF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	<b>Total</b>	<b>[Enter Total Unduplicated Units]</b>			
<b>GRAND TOTAL SERVICES/FUNDING (4)</b>		-		\$ -	-

**NOTE:**

- (1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work), Subsection 10.5.2 (Eligibility for Telephone Reassurance Services). These individuals are counted only once within a FY for reporting purposes.
- (2) Please Enter the Unit Rate for both the CSY1 (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and CF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Contractor for the Services).
- (3) Please enter the number of Units for each Service Category to be provided using CSY1 and CF. If CSY1 and CF will both be used to provide the same Units then enter the number of Units for CSY1 only. If additional Units will be provided using CF then enter the number of CF Units.
- (4) The Total Units for each Service Category under column (C) Units of Service shall match the Total Units reflected in Section II (Services by Month) column (P) Total.
- (5) The Grand Total Funding Amount under column (E) Total shall match the Grand Total Funding Amount reflected in the Budget (cover page) column (G) Total Funding.
- (6) CSY1: Contract Sum Year 1
- (7) CF: Contractor's Funds

**Program Services:** TELEPHONE REASSURANCE SERVICES  
**Funding Type:** Older Americans Act (OAA) Title III B  
**Fiscal Year:** 2022-2023  
**Los Angeles County Region:** [Select Region]  
**Contract Number:** [Enter Contract Number]  
**Amendment Number:** N/A **Modification Number:** N/A  
**Contractor's Legal Name:** [Enter Legal Name]

**II. SERVICES BY MONTH - TELEPHONE CALLS**

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1															0
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
<b>Grand Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NOTE:**  
 (1) Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total

## EXHIBIT Y (LIST OF SUBCONTRACTS)

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

---

Select the certification below that is applicable to Contractor's use of Subcontractor(s)/Subcontract(s):

- Contractor intends to use Subcontractor(s)/Subcontract(s) to provide Program Services (details are provided in the chart below).
- Contractor will not use Subcontractor(s)/Subcontract(s) to provide Program Services.

Subcontractor			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"/> Congregate Meal Services (American Meals) <input type="checkbox"/> Congregate Meal Services (Ethnic Meals) <input type="checkbox"/> Home-Delivered Meal Services (Hot Meals) <input type="checkbox"/> Home-Delivered Meal Services (Frozen Meals) <input type="checkbox"/> Home-Delivered Meal Services (Emergency Meals) <input type="checkbox"/> Other (if applicable): Click here to enter text.
		Click here to enter phone number.	

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

**EXHIBIT Z  
(INTENTIONALLY OMITTED)**

**EXHIBIT AA  
(CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)**

Contractor shall provide information about its data encryption practices. Contractor acknowledges that the information provided herein certifies that Contractor 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 Contract.

Requirement		Compliance Response	Validation Report(s) Available
1	Does Contractor intend to store County Information Assets (defined in Exhibit P (Definitions) of the Contract) 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.](#)

Contractor's Legal Name

[Click here to enter text.](#)

Name of Authorized Representative

[Click here to enter text.](#)

Title of Authorized Representative

Authorized Representative's Signature

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

Date



**EXHIBIT 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 Contract.
6. The CD or LOC shall mature at a definite time, which, unless otherwise stated in the Contract, may not be prior to direction by County, or the expiration of the performance agreement or other provisions thereof.
7. The CD shall meet the minimum criteria and standards at the time the funds are placed with the financial institution. However, a liquidation of the placement is not required should the financial institution's ratings fall below the minimum criteria and standards during the term of the placement. At the placement's expiration or maturity, the funds should be placed with a different financial institution that meets the minimum criteria and standards.

**EXHIBIT CC  
(FEMA PROVISIONS)**

**A. CLEAN AIR AND WATER REQUIREMENTS.** [Applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

1. 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. 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 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 Contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For Contract executed or renewed after January 1, 2017, Contractor 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 Contract executed or renewed after January 1, 2017, when Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, Contractor 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

Authorized Representative's Signature

Click here to enter a date.

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 Contractor’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 Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between County and Contractor (the “Contract”) and any other agreements between the parties. However, it is Contractor'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 Contract by Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate Contract. To the extent there are conflicts between this Exhibit and Contract, this Exhibit shall prevail unless stated otherwise.

### **1. DEFINITIONS**

Unless otherwise defined in Contract, 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.** Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of County Information covered under this Contract.

Contractor'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 Contractor 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.

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

Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in Contractor'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 Contractor.

- b. **Privacy Program.** Contractor 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. Contractor'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 Contractor employees, agents, and volunteers. Contractor'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. Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that Contractor 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 Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Contractor, or commercially exploited or otherwise used by, or on behalf of, Contractor, its officers, directors, employees, or agents. Contractor 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, Contractor 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 Contractor, 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. Contractor specifically

consents to County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

#### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

Contractor may use County Information only as necessary to carry out its obligations under this Contract. Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract 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**

Contractor 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.** Contractor 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.** Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, 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, Contractor 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 Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, 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. Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** Contractor shall acknowledge any request or instructions from County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor 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 Contractor involving County Information, Contractor shall notify County within five (5) calendar days and County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor shall notify County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and County will coordinate an appropriate response.
- e. **Retention of County Information.** Contractor shall not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

Contractor shall perform background and security investigation procedures in the manner prescribed in this Section unless the Contract 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, Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors 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 Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor, 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.

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

Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. Contractor 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:** Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

## **8. SUBCONTRACTORS AND THIRD PARTIES**

County acknowledges that in the course of performing its services, Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor 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 Contractor 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 Contract including this Exhibit; and (ii) Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

Contractor 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, Contractor 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.

Contractor will encrypt County Information transmitted on networks outside of Contractor'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, Contractor 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

Contractor shall return or destroy County Information in the manner prescribed in this Section unless the Contract 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 Contract for any reason, Contractor 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 Contract; 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 Contractor, 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, Contractor 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, Contractor 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 Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by County.

- b. **Method of Destruction.** Contractor 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. Contractor 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 Contract or at any time upon County's request. On termination or expiration of this Contract, County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to County hereunder, or that provided to County by Contractor hereunder), at County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor 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 Contractor 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**

Contractor 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.



Contractor 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 Contractor 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 Contract 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 Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Contractor at off-site facilities.

Contractor 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. Contractor 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. Contractor 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, Contractor 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, Contractor 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 Contractor, and unless prohibited by law, Contractor 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 Contractor'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 Contract and Exhibit, Contractor 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 Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## **15. NON-EXCLUSIVE EQUITABLE REMEDY**

Contractor 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 Contract and be grounds for immediate termination of this Contract in the exclusive discretion of County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** Contractor 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 Contractor'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.

Contractor 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. Contractor 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 Contractor that contains any County Information, Contractor shall promptly provide County with copies of the same upon County's reasonable request, including identification of any failure or exception in Contractor's Information systems, products, and services, and the corresponding steps taken by Contractor 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 Contractor'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 Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. County shall pay for County requested audit unless the auditor finds that Contractor has materially breached this Exhibit, in which case Contractor 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 Contract.

Such audit shall be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Contractor'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 Contractor customers such as IP address, server names, etc.

Contractor 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. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

## **17. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, Contractor 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:

- Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on Contractor'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 Contractor 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 Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**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 Contractor’s organization:**

**OPTION A:**

- All Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance.

**OPTION B:**

- Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the Contract, unless the contracting County department requires otherwise. Contractor Personnel who have been granted a valid medical or religious exemption are the following individuals:

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\*Contractor Personnel includes Subcontractors

**Declaration**

I have reviewed the requirements above and further certify that I will comply with said requirements.

[Click here to enter text.](#)  
\_\_\_\_\_  
Contractor’s Legal Name

[Click here to enter text.](#)  
\_\_\_\_\_  
Contract 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 GG (AMERICAN RESCUE PLAN ACT REQUIREMENTS)**

The terms of this Exhibit shall apply to Contractor, and all of its subcontractors, agents, service providers, subrecipients (as defined in 2 CFR Section 200.93) at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Contractor shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR Section 200.1 (Definitions) if not found in the Agreement.

Contractors who receive funding under the American Rescue Plan ("ARP") Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF") shall comply with all ARP applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements including but not limited to current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Contractor's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

**1.0 Equal Employment Opportunity (41 CFR Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

**1.1** The Contractor shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

- 1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 1.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.4 The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.5 The Contractor will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 1.6 In the event that the Contractor fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.7 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, the Contractor shall comply with the prevailing wage requirements of the Davis-Bacon



Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

**3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708).** As applicable, the Contractor shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Contractor shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

**4.0 Rights To Inventions Made Under the Agreement (37 CFR Section 401).** As applicable, Contractor must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the County.

**5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

**6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Contractor certifies that neither it nor any of its owners, officers, partners, directors, principals, or other Contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All Contractors shall include a contractual provision to this effect and of this substance in all of its subcontract agreements. Contractors shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

**7.0 Lobbying.**

**7.1 Federal Lobbyist Requirements.** Contractors are prohibited from using Program Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Contractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the

Contractors acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

- 7.2** County Lobbyist Requirements. Contractor and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Contractor, shall also fully comply with the requirements as set forth in said County Code.
- 7.3** Lobbying Certifications. Each Contractor shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit GG. 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 31 U.S.C. Section 1352. 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.
- 7.4** Failure to Comply. Failure on the part of the Contractors to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the Contractor shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.
- 8.0** **Procurement of Recovered Materials (2 CFR Section 200.323).** Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 9.0** **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR Section 200.216).** Contractor shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.
- 10.0** **Domestic Preferences for Procurements (2 CFR Section 200.322).** Contractor shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.
- 11.0** **Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.

**EXHIBIT GG**  
**ATTACHMENT 1**  
**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, loan and cooperative agreements) and that all Contractors 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 31 USC § 1352. 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.

Click here to enter text.  
Contractor's Legal Name

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Contract Number

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Name of Authorized Representative

Click here to enter text.  
Title of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature

Click here to enter a date.  
Date