APPENDIX A

(SAMPLE SUBAWARD)

SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

COMMUNITY AND SENIOR SERVICES

A N D

_____

F O R

ELDERLY NUTRITION PROGRAM SERVICES

SUBAWARD NUMBER _____

SUBAWARD PERIOD JULY 1, 2017 – JUNE 30, 2020

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RECITALS

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

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

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

and

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

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

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

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

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

WHEREAS, the Program Services shall be governed by the following regulations: OAA; OCA; Title 45 Code of Federal Regulations Part 1321 et seq.; Title 22 California Code of Regulations Section 7100 et seq.; California Business and Professions Code Sections 2585 and 2586; and, all regulations, directives and Program memoranda thereto which are promulgated by the United States Department of Health and Human Services, State and County; and

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

WHEREAS, County shall implement and oversee the Program Services within its jurisdictional

boundaries and, to this end, County has procured Subrecipient in order to enter into this Subaward with Subrecipient whereby Subrecipient shall provide these Services in accordance with all regulations, directives and Program memoranda (and all amendments thereto) which are promulgated by Federal, State and County authorities; and

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A, D, E, F, G1, H, I, N, O, P, Q, R, S, T, U, V, W1, W2, W3, X1, X2, X3, Y, Z, AA, BB1, BB2, BB3, CC1, CC2, CC3 and DD are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

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

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

1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: http://css.lacounty.gov/programs/program-directives/.

1.5 Unless expressly stated otherwise, all approvals, consents and

determinations made by or on behalf of County, under this Subaward, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.

1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:

1.6.1 Exhibit A (Statement of Work)

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

1.6.3 Exhibit E (County's Administration)

1.6.4 Exhibit F (Subrecipient's Administration)

1.6.5 Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)

1.6.6 Exhibit H (Jury Service Ordinance)

1.6.7 Exhibit I (Safely Surrendered Baby Law)

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

1.6.9 Exhibit O (Charitable Contributions Certification)

1.6.10 Exhibit P (Definitions)

1.6.11 Exhibit Q (Accounting, Administration and Reporting Requirements)

1.6.12 Exhibit R (Joint Funding Revenue Disclosure)

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

1.6.14 Exhibit T (Inventory Control Form)

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

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

1.6.17 Exhibit W1 (Budget for Title III C-1 Program Services)

1.6.18 Exhibit W2 (Budget for Title III C-2 Program Services)

1.6.19 Exhibit W3 (Budget for Title III B Program Services)

1.6.20 Exhibit X1 (Mandated Program Services for Title III C-1 Program)

1.6.21 Exhibit X2 (Mandated Program Services for Title III C-2 Program)

1.6.22 Exhibit X3 (Mandated Program Services for Title III B Program)

1.6.23 Exhibit Y (List of Lower Tier Subawards)

1.6.24 Exhibit Z (Cost Allocation Plan)

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

1.6.26 Exhibit BB1 (Guidelines for Developing Budget for Title III C-1 Program Services)

1.6.27 Exhibit BB2 (Guidelines for Developing Budget for Title III C-2 Program Services)

1.6.28 Exhibit BB3 (Guidelines for Developing Budget for Title III B Program Services)

1.6.29 Exhibit CC1 (Guidelines for Developing Mandated Program Services for Title III C-1 Program)

1.6.30 Exhibit CC2 (Guidelines for Developing Mandated Program Services for Title III C-2 Program)

1.6.31 Exhibit CC3 (Guidelines for Developing Mandated Program Services for Title III B Program)

1.6.32 Exhibit DD (Criteria and Standards for Letters of Credit and Certificates of Deposit)

2.0 DEFINITIONS AND HEADINGS

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

2.2 In order to comply with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., throughout the entirety of this Subaward, specific terms are used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Community and Senior Services and [@ Supplier Name @] for [@ Program Name @] Services Subaward Number [@ PO Document Number @] Subaward Period [@ Subaward Period @]" ("Subaward"), the party to this agreement who is identified as **[@ Supplier Name @]** ("Subrecipient"), a third-party agreement ("Lower Tier Subaward") and a third-party ("Lower Tier Subrecipient"). In order to comply with County of Los Angeles statutes and Board mandates, in some instances, other similar terms are also used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Community and Senior

Services and [@ Supplier Name @] for [@ Program Name @] Services Subaward Number [@ PO Document Number @] Subaward Period [@ Subaward Period @]" ("Contract"), the party to this agreement who is identified as **[@ Supplier Name @]** ("Contractor"), a third-party agreement ("Subcontract") and/or a third-party ("Subcontractor"). In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward and Lower Tier Subrecipient are used then these shall have the meaning provided herein and as noted in Exhibit P (Definitions).

3.0 WORK

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

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

3.3 In the performance of this Subaward, Subrecipient shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.

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

3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year. Subrecipient shall provide one-hundred percent (100%) of Services and expend one-hundred percent (100%) of the Maximum Annual Subaward Sum as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart); Exhibit W1 (Budget for Title III C-1 Program Services); Exhibit W2 (Budget for Title III C-2 Program Services); Exhibit W3 (Budget for Title III B Program Services); Exhibit X1 (Mandated Program Services for Title III C-1 Program); Exhibit X2 (Mandated Program Services for Title III C-2 Program); and, Exhibit X3 (Mandated Program Services for Title III B Program).

3.6 At County's request, Subrecipient shall complete a new Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program), and submit them to County prior to the beginning of each Fiscal Year. In preparing these Exhibits, Subrecipient shall adhere to the requirements outlined in Exhibit BB1 (Guidelines for Developing Budget for Title III C-1 Program Services), Exhibit BB2 (Guidelines for Developing Budget for Title III C-2 Program Services), Exhibit BB3 (Guidelines for Developing Budget for Title III B Program Services), Exhibit CC1 (Guidelines for Developing Mandated Program Services for Title III C-1 Program), Exhibit CC2 (Guidelines for Developing Mandated Program Services for Title III C-2 Program) and Exhibit CC3 (Guidelines for Developing Mandated Program Services for Title III B

Program).

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

3.8 Maximum Annual Subaward Sum and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other ENP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Maximum Annual Subaward Sum allocated under this Subaward in Paragraph 5.0 (Subaward Sum). Additionally, County, at its discretion, may adjust Subrecipient's Maximum Annual Subaward Sum allocated for the following Fiscal Year to more accurately reflect Subrecipient's level of performance/expenditure.

4.0 TERM OF SUBAWARD

4.1 The term of this Subaward shall be three (3) years commencing on July 1, 2017, upon execution by the parties, and shall continue through June 30, 2020, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

4.2 Intentionally Omitted

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

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

5.0 SUBAWARD SUM

5.1 COST REIMBURSEMENT SUBAWARD

5.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Years identified in each such document. This unit rate(s) shall remain firm and fixed throughout the entire term of this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual

costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc. County shall reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work), Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County shall remedy such discrepancy(ies) at County's sole discretion.

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

5.2 FUNDING ALLOCATIONS

5.2.1 **Maximum Subaward Sum**

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

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

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

5.2.2.1 The Maximum Annual Subaward Sum for the first

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

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

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

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

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

5.3.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums has been assigned both a CFDA program number (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and its Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient shall provide the following CFDA program information to the independent auditor: CFDA program number; and, name of the assigned Federal Grantor office. This CFDA program information is outlined herein and is only available for the Federal portion(s) of the Subaward Sum. In the event that the CFDA program information is not listed herein for all of the Federal monies included in the Subaward Sum then the excluded monies are not Federal monies and therefore the CFDA program information is not applicable to them.

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

5.3.2.1 The CFDA program number for OAA Title III A Nutrition Services Incentive Program which governs both Title III C-1 Program Services and Title III C-2 Program Services is 93.053 - Nutrition Services Incentive Program. The Federal Grantor funding source is the United States Department of Health and Human Services, Administration for Community Living.

5.3.2.2 The CFDA program number for OAA Title III B which governs Title III B Program Services is 93.044 - Special Programs for the Aging Title III Part B (Grants for Supportive Services and Senior Centers). The Federal Grantor funding source is the United States Department of Health and Human Services, Administration for Community Living.

5.3.2.3 The CFDA program number for OAA Title III C

which governs both Title III C-1 Program Services and Title III C-2 Program Services is 93.045 - Special Programs for the Aging Title III Part C (Nutrition Services). The Federal Grantor funding source is the United States Department of Health and Human Services, Administration for Community Living.

5.4 ASSUMPTION OR TAKEOVER

5.4.1 Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with County's express prior written approval. Subrecipient shall not be entitled to payment or reimbursement for such assumption or takeover, 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.

5.5 LIMITATIONS ON USE OF SUBAWARD SUMS

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

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

5.5.3 **Limitations on Subaward Sums**

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

5.5.3.2 Subrecipient shall not be paid for any Subaward expenditures that exceed the Maximum Annual Subaward Sum. County has no obligation,

whatsoever, to pay for any expenditures that exceed the Maximum Annual Subaward Sum. Any expenditures that exceed the Maximum Annual Subaward Sum shall become the sole fiscal responsibility of Subrecipient. Subrecipient shall only expend Subaward Sums during the Fiscal Year or Program Year for which it is allocated. When Subrecipient does not expend funding up to the Maximum Annual Subaward Sum appropriated for the Fiscal Year or Program Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year or Program Year.

5.5.4 **Prohibitions on Subaward Sums**

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

5.5.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

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

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

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

5.6 NOTIFICATION OF 75% OF SUBAWARD SUM

5.6.1 Subrecipient shall maintain a system of record keeping that will allow Subrecipient to determine when it has incurred seventy-five percent (75%) of the Maximum Annual Subaward Sum under this Subaward. Upon occurrence of this event,

Subrecipient shall send written notification to County's Contract Manager at the address provided in Exhibit E (County's Administration).

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

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

5.8 OTHER SUBAWARDS

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

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

5.9 JOINT FUNDING REVENUES

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

5.10 INVOICES AND PAYMENTS

5.10.1 Subrecipient shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program), Exhibit X3 (Mandated Program Services for Title III B Program) and elsewhere

hereunder. Subrecipient shall prepare invoices, which shall include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice shall be based on actual expenditures and Subrecipient shall not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient shall not submit an invoice based on 1/12th of its Maximum Annual Subaward Sum or its Maximum Subaward Sum). Payments to Subrecipient shall be based on the information provided by Subrecipient as established in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Year identified therein, and Subrecipient shall be paid only for the tasks, deliverables, goods, Services, budgeted items and other work approved in writing by County. If County does not approve the Work in writing, no payment shall be due to Subrecipient for that Work.

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

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

5.10.4 **Submission of Invoices**

5.10.4.1 Subrecipient shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient shall provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS) which may include the Contract Management

System (CMS) - Contractor's Gateway or via other ITS identified by County. Subrecipient shall submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient shall submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient shall also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Subrecipient shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

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

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

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

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

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

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

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

5.10.5 **County Approval of Invoices**

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

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

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

5.10.6 **Payments to Subrecipient**

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

5.10.6.2 Payments to Subrecipient will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph 5.10.6, an undisputed invoice shall mean an invoice which does not contain errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient shall promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

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

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

5.10.6.4 **Direct Deposit Requirements**

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

5.10.6.5 **Past Due Invoice**

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

5.10.6.6 **Method of Compensation Adjustment**

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

5.10.6.6.2 In no event shall County's decision to alter the method of compensation

affect the Term, Maximum Annual Subaward Sum, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

5.10.7 **Subaward-Related Documents**

5.10.7.1 Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents shall include, but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work), Attachment H (Site Summary for Title III C-1 Program Services); Exhibit A (Statement of Work), Attachment I (Route Summary for Title III C-2 Program Services); Exhibit D (Subrecipient's Equal Employment Opportunity Certification); Exhibit F (Subrecipient's Administration); Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (Inventory Control Form); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Exhibit W1 (Budget for Title III C-1 Program Services) for the Fiscal Year of the Subaward term; Exhibit W2 (Budget for Title III C-2 Program Services) for the Fiscal Year of the Subaward term; Exhibit W3 (Budget for Title III B Program Services) for the Fiscal Year of the Subaward term; Exhibit X1 (Mandated Program Services for Title III C-1 Program) for the Fiscal Year of the Subaward term; Exhibit X2 (Mandated Program Services for Title III C-2 Program) for the Fiscal Year of the Subaward term; Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Year of the Subaward term; Exhibit Y (List of Lower Tier Subawards); Exhibit Z (Cost Allocation Plan); and, Exhibit AA (Subrecipient's Compliance with Encryption Requirements).

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

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

5.11 INTENTIONALLY OMITTED

5.12 MATCH CONTRIBUTION

5.12.1 Each Fiscal Year, Subrecipient shall provide a required match contribution to offset the total cost of providing Program Services. Subrecipient's match contribution shall be reflected in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services) and Exhibit W3 (Budget for Title III B Program Services). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution, an in-kind match contribution and/or both. This match is calculated as a percentage of the Maximum Annual Subaward Sum reflected in Paragraph 5.0 (Subaward Sum).

5.12.2 The match contribution requirements for this Subaward include the following:

5.12.2.1 Title III C-1 Program Services: fifteen percent (15%) of the Maximum Annual Subaward Sum as outlined in Exhibit BB1 (Guidelines for Developing Budget for Title III C-1 Program Services).

5.12.2.2 Title III C-2 Program Services: fifteen percent (15%) of the Maximum Annual Subaward Sum as outlined in Exhibit BB2 (Guidelines for Developing Budget for Title III C-2 Program Services).

5.12.2.3 Title III B Program Services: fifteen percent (15%) of the Maximum Annual Subaward Sum as outlined in Exhibit BB3 (Guidelines for Developing Budget for Title III B Program Services).

5.13 SUBRECIPIENT INDIRECT COSTS

5.13.1 The maximum amount of indirect costs that is payable under this Subaward is ten percent (10%) of the Maximum Annual Subaward Sum for Title III C-1 Program Services and ten percent (10%) of the Maximum Annual Subaward Sum for Title III C-2 Program Services. Subrecipient shall not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match contribution and used to meet the minimum match requirement specified in Subparagraph 5.12 (Match Contribution).

5.13.2 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), Exhibit BB1 (Guidelines for Developing Budget for Title III C-1 Program Services), Exhibit BB2 (Guidelines for Developing Budget for Title III C-2 Program Services) and CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards) which is available on-line at http://css.lacounty.gov/programs/program-directives.

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

6.1.1 A listing of all County Administration referenced in the following

Subparagraphs is provided in Exhibit E (County's Administration). County will notify Subrecipient in writing of any change in the names or addresses shown.

6.2 COUNTY'S CONTRACT MANAGER

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

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

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

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

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

6.3 COUNTY'S PROGRAM MANAGER

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

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

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

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

6.4 COUNTY'S COMPLIANCE MANAGER

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

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

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

6.4.1.3 Ensuring that the objectives of this Subaward are met.

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 SUBRECIPIENT ADMINISTRATION

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

7.2 SUBRECIPIENT'S PROJECT MANAGER

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

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

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

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

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

7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

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

7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a

County representative to leave a County facility if Subrecipient's staff does not have the photo identification badge on his/her person and Subrecipient's staff must immediately comply with such request.

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

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

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

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

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

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

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

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

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

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

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

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

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

7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 shall not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.6 CONFIDENTIALITY

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

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

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

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

7.6.5 **Unauthorized Disclosure**

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

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

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

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

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

8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in

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

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

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

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

8.1.5 **Change Notice**

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

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Subrecipient (that is, "Contractor") shall not assign its rights, delegate its duties under this Subaward (that is, "Contract"), or both, whether in whole or in part, without the prior written

consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 8.2, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "Subcontract"), delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.3.2 Subrecipient's Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work). In the event that Subrecipient's Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee shall have the ability and authority to act as a proxy on behalf of Subrecipient's Authorized Representative, and this authority must also be evidenced in writing by Subrecipient's Authorized Representative. Subrecipient's Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Subrecipient's Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

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

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

8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's policy, Subrecipient shall submit proposed changes to County's Program Manager for approval before implementation.

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

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

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

8.5.9 Subrecipient shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County

by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.

8.5.10 At a minimum, Subrecipient shall incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

8.6 COMPLIANCE WITH APPLICABLE LAWS

8.6.1 In the performance of this Subaward, Subrecipient shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.

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

8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is $100,000 or more, Subrecipient shall also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Water

Pollution Prevention and Control provisions (Title 33 United States Code Section 1251); Clean Water Act/Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); and, Executive Order 11738. County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

contract funds originate from the State).

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 **Jury Service Program**

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

8.8.2 **Written Employee Jury Service Policy**

8.8.2.1 Unless Subrecipient (that is, "Contractor") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

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

Service Program shall be attached to the agreement.

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

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

8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS

8.11.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract"), Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services 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. To obtain a list of qualified GAIN/GROW job candidates, Contractor shall report all job openings with job requirements to GAINGROW@dpss.lacounty.gov.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 **Responsible Contractor**

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

8.12.2 **Los Angeles County Code Chapter 2.202**

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

8.12.3 **Non-responsible Contractor**

8.12.3.1 County may debar Subrecipient (that is,

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

8.12.4 **Contractor Hearing Board**

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds

for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 **Subcontractors of Contractor**

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

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

Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

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

8.13.1 Subrecipient (that is, "Contractor") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Lower Tier Subrecipients (that is, "Subcontractors"), if any, to post this poster in a prominent position in the Subcontractor's place of business. County of Los Angeles Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.14.1 Subrecipient (that is, "Contractor") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County of Los Angeles and its taxpayers.

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 County or its agent will evaluate Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

8.19.1 Subrecipient shall comply with all applicable provisions of the

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").

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

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

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

8.23 INDEMNIFICATION

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

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

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

8.24.2.2 Renewal Certificates shall be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County

reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.

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

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

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

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

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

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

8.24.3.1 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall

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

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

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

8.24.5 **Failure to Maintain Insurance**

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

8.24.6 **Insurer Financial Ratings**

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

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

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, shall be

primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Subrecipient coverage.

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Lower Tier Subrecipient Insurance Coverage Requirements**

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

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

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

8.24.11 **Claims Made Coverage**

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

8.24.12 **Application of Excess Liability Coverage**

8.24.12.1 Subrecipient may use a combination of primary, and excess insurance policies which provide

coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

8.24.14.1 County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program. Refer to Subparagraph 8.25.9 (Requirements for Self-Insurance Coverage) and Subparagraph 8.25.10 (Requirements for Risk Sharing Pools Coverage) for additional information.

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

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

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability**

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

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

8.25.2 **Automobile Liability**

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

8.25.3 **Workers Compensation and Employers' Liability**

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

8.25.4 **Crime Coverage**

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

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

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

8.25.6 **Property Coverage**

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

insured for their full replacement value.

8.25.7 **Sexual Misconduct Liability**

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

8.25.8 **Privacy and Network Security Coverage**

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

8.25.9 **Requirements for Self-Insurance Coverage**

8.25.9.1 County will consider Subrecipient's request to substitute a program of self-insurance as an alternative to obtaining commercial insurance. Subrecipient's proposed self-insurance program must be approved by County prior to the effective date of this Subaward. Subrecipient shall submit a written declaration and a current audited financial statement as described herein to County for review and approval.

8.25.9.2 **Written Declaration**

8.25.9.2.1 The written declaration shall take the form of a board resolution or a certified statement which is signed by either Subrecipient's Governing Body chairperson/president or Subrecipient's Authorized Representative.

8.25.9.2.2 The declaration shall indicate that Subrecipient is self-insured for the type, amount and period of coverage required in this Subaward and shall identify which required coverages are self-insured and which are commercially insured (if any). When Subrecipient is self-insured for Workers Compensation, Subrecipient shall provide a copy of its "Certificate of Consent to Self-Insure" issued by

the State of California. County may obtain information from the California Department of Industrial Relations Self-Insurance Plans website (http://www.dir.ca.gov/SIP/sip.html) to verify whether or not Subrecipient is permitted to self-insure its Workers Compensation obligations. Subrecipient shall immediately notify County's Contract Manager when the self-insurance program is discontinued or substantially changed.

8.25.9.2.3 The declaration shall indicate that County is a protected party under Subrecipient's self-insurance program and that Subrecipient's self-insurance program will respond on a primary basis to any County commercial insurance or self-insurance programs. Subrecipient shall ensure that County will be provided at least the same protection from liability and defense of lawsuits as would be provided by first dollar commercial insurance.

8.25.9.2.4 The declaration shall indicate that Subrecipient shall immediately notify County of any claim, judgment, settlement, award, verdict or change in Subrecipient's financial condition which would have a significant negative effect on Subrecipient's self-insurance program.

8.25.9.2.5 The declaration shall include Subrecipient's agreement to notify County immediately of any claim, judgment, settlement, award or verdict under Subrecipient's self-insurance program involving this Subaward and/or its Program Services.

8.25.9.2.6 The declaration shall provide the name, title, address and telephone number of the individual responsible for the administration of the Subrecipient's self-insurance program, as well as the name, address and telephone number of the Subrecipient's claims administrator and legal counsel.

8.25.9.3 **Audited Financial Statement**

8.25.9.3.1 Provide a current audited financial statement which reflects an accurate representation of the entire financial position of Subrecipient's organization. County will evaluate this

financial statement in order to determine whether or not Subrecipient has adequate financial resources to respond to claims failing within the self-insured retention or self-insurance program. On an annual basis or more frequently as directed by County, Subrecipient shall submit a current audited financial statement as part of its requirements to maintain self-insurance. Subrecipient's failure to comply with this requirement will result in County's denial of Subrecipient's self-insurance program.

8.25.10 **Requirements for Risk Sharing Pools Coverage**

8.25.10.1 County will consider Subrecipient's request to substitute a program offered through a risk sharing pool as an alternative to obtaining commercial insurance. Subrecipient's proposed risk sharing pool must be approved by County prior to the effective date of this Subaward. Subrecipient shall submit the documents outlined herein to County for review and approval.

8.25.10.2 **Certificate of Insurance**

8.25.10.2.1 Provide a current copy of the certificate of insurance which shall describe the risk sharing pool coverages.

8.25.10.3 **Audited Financial Statement**

8.25.10.3.1 Provide a current copy of the pool's audited financial statements.

8.25.10.4 **Supporting Documentation**

8.25.10.4.1 Include supporting documentation from an agency such as the California Association of Joint Powers Authority, or, provide other available financial ratings (such as an A.M. Best rating).

8.26 LIQUIDATED DAMAGES

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

8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Subaward

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

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

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

8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be determined as follows: when this Subaward is funded for one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be twenty-five percent (25%) of the Maximum Subaward Sum or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart); or, when this Subaward is funded for more than one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be twenty-five percent (25%) of the Maximum Annual Subaward Sum or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart). In either case, Subrecipient shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Subrecipient; and/or

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

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

8.26.5 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work),

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.28.6 Contractor shall allow County representatives access to

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

8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of $500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED

BABY LAW

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

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

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

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

8.37 PUBLICITY

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

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

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

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

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

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 **Record Retention Requirements**

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

8.38.1.2 Subrecipient shall adhere to the requirements of

the authorized retention period, which shall be the greater of the following: throughout the entire term of this Subaward and no less than three (3) years after the expiration or termination of this Subaward unless Subrecipient receives County's written permission to dispose of any such material prior to such time; until an audit of this Subaward has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Subrecipient in writing).

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

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

8.38.2 **Access to Records**

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

8.38.2.2 If this Subaward (or any part thereof) is terminated,

Subrecipient shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient shall ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or transferred to another subrecipient as instructed by County in writing.

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

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

8.38.3 **Monitoring Reviews**

8.38.3.1 Subrecipient shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents,

which are used under this Subaward. Subrecipient shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's hours of operation. County (or other designated authorities) shall not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 shall also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

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

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

8.38.4 **Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend $750,000 or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient shall submit an audit engagement letter as

confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient shall submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

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

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

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

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

8.38.5 **Failure to Comply With Requirements**

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

8.39 RECYCLED BOND PAPER

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

8.40 LOWER TIER SUBAWARD

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

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

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

8.40.2.2 A draft copy of the proposed Lower Tier Subaward.

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

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

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

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

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

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

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

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

8.40.9 Amending a Lower Tier Subaward may be initiated by either

Subrecipient or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Subrecipient shall comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.

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

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

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

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

8.42 TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

8.43.1.1 Subrecipient has materially breached this Subaward; or

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

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

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

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions,

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

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

8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Subrecipient. Subrecipient shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

8.53 TIME OFF FOR VOTING

8.53.1 Subrecipient shall notify and provide its employees, and shall

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

8.54 MINIMUM WAGE REQUIREMENTS

8.54.1 **Minimum Wage**

8.54.1.1 Pursuant to Los Angeles County Code Chapter 8.100 (Minimum Wage), County of Los Angeles has established the Los Angeles County Minimum Wage Ordinance ("Minimum Wage Ordinance"). When Subrecipient provides Program Services in Los Angeles County (including the unincorporated areas and any city), Subrecipient shall adhere to County's minimum wage requirements. As an employer (which means any person, as defined in the California Labor Code, General Provisions, Section 18, including such person, association, organization, partnership, business trust, limited liability company, corporation, corporate officer or executive, who directly, indirectly or through an agent or any other person, including through the services of a temporary service or staffing agency or similar entity, employs or exercises control over the wages, hours or working conditions of any employee), Subrecipient shall pay its employees no less than the hourly rates set forth in this Subparagraph 8.54.1.

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

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

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

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

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

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

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

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

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

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

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

8.54.1.4 For purposes of this Subparagraph 8.54.1, the number of employees employed by Subrecipient shall be determined by calculating the average number of employees employed during the previous calendar year.

8.54.2 **Retaliatory Action Prohibited**

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

8.54.3 **No Waiver of Rights**

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

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

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

8.54.4.2 If any section, subsection, sentence, clause or phrase of this Minimum Wage Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Minimum Wage Ordinance.

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

8.54.5 **Coexistence with Other Available Relief**

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

8.54.6 **Exemptions**

8.54.6.1 Subrecipient shall be exempt from this Minimum Wage Ordinance when Subrecipient falls within any of the following categories: a person not subject to, or exempt from, the State minimum wage, as provided under California Labor Code Section 1197 and wage orders published by the California Industrial Welfare Commission; or, a public entity (including Federal, State, County and city entities (including school districts)).

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

8.55 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

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

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

8.55.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.55 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 **Fraud Prevention Reporting**

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

9.1.2 **Child Abuse Reporting**

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

Penal Code. Additionally, Subrecipient's staff working on this Subaward shall also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

9.1.3 **Elder and Dependent Adult Abuse Reporting**

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

9.1.4 **Withholding of Payment**

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Maximum Annual Subaward Sum (in the event that this Subaward is funded for one (1) Fiscal Year or Program Year term then ten percent (10%) will be withheld from the Maximum Subaward Sum) or the amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse shall include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

9.2.1 Subrecipient shall abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter

the nature of, Subrecipient's operations. Subrecipient shall submit demonstrable evidence of such undue financial burden to County in such circumstances.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

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

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

9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES

9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Prior to the commencement of this Subaward, Subrecipient shall complete Exhibit T (Inventory Control Form) and submit it to County's Contract Manager in the time and manner as designated by County. Subrecipient shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

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

9.6 LIMITATION ON CORPORATE ACTS

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

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

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

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

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

9.7 COUNTY'S PREFERENCE PROGRAM

9.7.1 **Local Small Business Enterprise Preference Program**

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

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

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

9.7.1.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld

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

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

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

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

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

9.7.2 **Social Enterprise Preference Program**

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

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

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

9.7.2.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect

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

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

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

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

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

9.7.3 **Disabled Veteran Business Enterprise Preference Program**

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

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

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

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

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

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

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

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

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

9.9 MODIFICATIONS

9.9.1 **Modifications to this Subaward**

9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must

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

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

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

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

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

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the

original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification shall not change the Maximum Annual Subaward Sum or the Maximum Subaward Sum. Subrecipient shall notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

9.9.3 **Program Modifications**

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

9.10 NEPOTISM

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

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created

through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.

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

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

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

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

9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Subparagraph 9.11.

9.11.7 All the rights and obligations of this Subparagraph 9.11 shall survive the expiration or termination of this Subaward.

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

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

9.13 PROBATION AND SUSPENSION

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

9.13.2 **Probation**

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

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

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

9.13.3 **Suspension**

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

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

9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may

be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient is placed on multiple suspensions (as determined by County at County's sole discretion).

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

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

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

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

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

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

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

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

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

9.14 TRANSITION OF SUBAWARD SERVICES

9.14.1 **Completion of Subaward**

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

9.14.2 **Transition Plan**

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

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

9.14.3 **Elements of the Transition Plan**

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

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

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

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

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

9.14.3.6 Subrecipient's method to dispose of confidential records in accordance with applicable laws and regulations, and the terms of this Subaward.

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

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

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

9.14.4 **Implementation of the Transition Plan**

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

9.15 TRAVEL EXPENSES

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

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

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

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

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

9.16 DRUG-FREE WORKPLACE

9.16.1 Subrecipient and its Lower Tier Subrecipient(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section

8350 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, its Lower Tier Subrecipient or both shall subject Subrecipient to remedies available under the terms of this Subaward. Such remedies shall include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which shall be determined by County at County's sole discretion.

9.16.2 Subrecipient shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

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

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

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

9.17.1 This Subparagraph 9.17 sets forth the requirements for the information technology systems which Subrecipient shall use in the course of completing the Work and providing Services under this Subaward. This Subparagraph 9.17 also sets forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Information Assets as defined in Subparagraph 9.17.5 (County Information Assets) (which consists of but is not limited to confidential County data, Personally Identifiable Information, Protected Health Information and Medical Information) against internal and external threats, vulnerabilities and risks. Subrecipient shall also continuously review and revise those measures to address

ongoing threats, vulnerabilities and risks.

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

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

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

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

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

9.17.4.1 **Data Entry**

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

9.17.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document and report the actual date when Services are rendered. Subrecipient shall complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of

Services provided to Client and the date(s) of Service) into the MIS within ten (10) days of Service delivery. Subrecipient shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

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

9.17.4.2 **Data Records**

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

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

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

9.17.4.3 **MIS Personnel**

9.17.4.3.1 Subrecipient shall assign an employee to have the primary responsibility for data entry into the MIS. This employee shall be the primary contact person for data issues and problems. This employee shall also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient shall designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient shall ensure that its users do not share their user identification and password information.

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

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

9.17.5 **County Information Assets**

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

9.17.5.1.1 Information that is stored in any media form, paper or electronic.

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

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

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

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

9.17.6 **Physical and Environmental Security**

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

9.17.7 **Data Destruction**

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

9.17.7.2 Subrecipient shall destroy such County Information Assets by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.17.8.3 Subrecipient shall have operational policies, procedures and practices which protect County Information Assets as specified herein and in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.8.4 Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, mobile devices, wearables, tablets, laptops, personal digital

assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.8.5 **Removable Media**

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

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

9.17.8.7 **Data Control and Media Servicing**

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

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

9.17.8.7.3 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets

must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).

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

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

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

9.17.9 **Software Maintenance and Operational Management**

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

9.17.9.2 Subrecipient shall ensure that all security patches, software updates/upgrades, etc. are applied to all computer systems on which County Information Assets are stored and/or transmitted.

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

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

9.17.10 **Access Control**

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

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

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

and, the system will either lock itself or log off user after thirty (30) minutes of inactivity.

9.17.11 **Personnel and Subrecipient Protections**

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

9.17.12 **County's Security Audit**

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

9.17.12.2 County's security audit may include, but is not limited to, a review of the following elements, which shall be provided by Subrecipient upon County's request: a report on Subrecipient's encryption of all electronic media; Subrecipient's report verifying County's written authorization for data destruction along with documented certification of such destruction; and, Subrecipient's written assurance indicating that Subrecipient enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

9.17.13 **Security Incident Reporting**

9.17.13.1 A security incident occurs when County Information Assets are accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc.

9.17.13.2 **Notification of Security Breach to County**

9.17.13.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event shall

the report be made more than two (2) business days after its detection. Subrecipient shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

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

9.17.13.3 **Notification of Security Breach to Clients**

9.17.13.3.1 Subrecipient shall give written notice to any Client or data subject whose personal information may have been breached.

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

9.17.14 **Electronic Backups**

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

9.17.15 **Cloud Storage**

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

9.17.16 **Hardware Return**

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

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

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

9.18 REMEDIES FOR NON-COMPLIANCE

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

9.19 PAYMENT AND PERFORMANCE GUARANTIES

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

liability when added together then County will require Subrecipient to obtain a Payment Guaranty, Performance Guaranty or both).

9.19.2 **Payment Guaranty**

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

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

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

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

9.19.3 **Performance Guaranty**

9.19.3.1 The Performance Guaranty is Subrecipient's surety/guarantee to County that Subrecipient shall meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty shall provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages,

late penalty payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.

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

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

9.19.3.2.2 Letter of Credit: Refer to Exhibit DD (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 DD (Criteria and Standards for Letters of Credit and Certificates of Deposit) for additional information on the certificate of deposit.

9.19.3.2.4 Cash

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

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

9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to

the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which shall be initiated through a budget modification. This budget modification shall be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget modification, Subrecipient shall ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient shall continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 SUBAWARD DOCUMENT DELIVERABLES

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

9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

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

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

9.20.3 **Subaward Compliance Documents**

9.20.3.1 **Business License**

9.20.3.1.1 When the local governing authority

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

9.20.3.2 **Certificate of Insurance**

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

9.20.3.3 **Fire Department Inspection Report**

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

9.20.3.4 **Public Health Permit**

9.20.3.4.1 For every Service site where Subrecipient provides Services that

require a Permit issued by County of Los Angeles Department of Public Health, Subrecipient shall provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.20.3.5 **Health Department Inspection Report**

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

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

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

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

9.20.4.2 **Board of Director's Resolution**

9.20.4.2.1 A resolution which provides written evidence to support the delegated authority that Subrecipient's organization has vested in

Subrecipient's Authorized Representative who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements outlined in this Subparagraph 9.20.4.2.

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

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

9.20.4.3 **Board of Directors Roster**

9.20.4.3.1 The roster shall include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient shall provide

an updated roster to County within five (5) days of it being approved or finalized.

9.20.4.4 **Bylaws**

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

9.20.4.5 **Complaint Policies and Procedures**

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

9.20.4.6 **Direct Deposit Authorization Form**

9.20.4.6.1 Document completed by Subrecipient for purposes of authorizing payment for Services to be received through direct deposit into Subrecipient's bank account. County shall provide the form to Subrecipient upon commencement of Subaward.

9.20.4.7 **Organization Chart**

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

9.20.4.8 **Lower Tier Subaward**

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

9.20.4.9 **Tax Exempt Status Letter**

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

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

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

9.20.5 **Reporting Documents**

9.20.5.1 **Cost Allocation Plan**

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

9.20.5.2 **Closeout Report**

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

9.20.5.3 **Other Reporting Documents**

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

9.21 FISCAL REPORTING REQUIREMENTS

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

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

9.21.1.2 The Cost Allocation Plan shall adhere to the requirements outlined in the following: County directives (including but not limited to CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards)) which may be obtained at http://css.lacounty.gov/programs/program-directives/), Exhibit Q (Accounting, Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan shall include the following information:

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

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

9.21.1.2.3 List of all the funded programs.

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

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

9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan (i.e., July 1, 2017 - June 30, 2018).

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

9.21.1.3 Every cost included in the Cost Allocation Plan shall be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.

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

9.21.1.5 By April 1 of each Subaward year after the first Subaward year in a multi-year term, Subrecipient shall submit written confirmation that its Cost Allocation Plan methodology described in

Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient shall submit the revised methodology to County's Contract Manager by April 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.

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

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

9.21.2 **Closeout Reporting Requirements**

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

9.21.2.2 Subrecipient shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.

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

are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Subrecipient's Authorized Representative.

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

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

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

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

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

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

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

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

9.21.3.4 Subrecipient shall report Program Income in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services) and Exhibit W3 (Budget for Title III B Program Services) and shall expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated.

9.21.3.5 Program Income shall be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services) and Exhibit W3 (Budget for Title III B Program Services) then that excess amount may be deferred for use in the first quarter

of the following Fiscal Year or Program Year. If such Program Income is deferred for use, Subrecipient shall use it by the last day of the first quarter of that Fiscal Year or Program Year.

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

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

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

9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet and should be registered in SAM. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Subrecipient can obtain a DUNS number at no cost by telephone 1-866-705-5711 or on-line at http://fedgov.dnb.com/webform. Subrecipient shall comply with the requirements outlined in this Subparagraph 9.22.

9.22.2 Subrecipient shall provide a valid DUNS number to County in the time and manner as designated by County. Subrecipient must keep its DUNS number and maintain an active SAM registration with current information at all times on the website at: https://www.sam.gov/portal/SAM#1. If County cannot access Subrecipient's DUNS information related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in Subrecipient's data entry for its DUNS number, County will notify Subrecipient and Subrecipient must immediately update the information as required.

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

9.23 UNUSUAL OCCURRENCES AND CRIME

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

9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the

local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.

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

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

COUNTY OF LOS ANGELES

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

SUBRECIPIENT

_____
Subrecipient's Legal Name

_____
Subaward Number

By_____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

By_____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By _____
Lawrence M. Green
Deputy County Counsel

EXHIBIT A
(STATEMENT OF WORK)

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1.0 SCOPE OF WORK

1.1 Elderly Nutrition Program Overview

1.1.1 County of Los Angeles Community and Senior Services (”County”) has established the Elderly Nutrition Program (“ENP” or “Program”) to provide meals and other supportive services (“Services”) within the geographic boundaries of Los Angeles County, excluding the City of Los Angeles to which an Individual may be eligible. The purposes of ENP are to reduce hunger and food insecurity, to promote socialization and the health and well-being of the eligible individuals by assisting such individuals, and 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 heal or sedentary behavior. These services are provided through two (2) primary Programs:

1.1.1.1 Title III C-1 Program Services (“Congregate Meal Services”)

1.1.1.2 Title III C-2 Program Services (“Home-Delivered Meal Services”)

1.1.2 The goals of ENP are to maintain or improve the physical, psychological and social well-being of Older Individuals by providing appropriate nutrition services to these Individuals. These goals shall be fulfilled in part by Subrecipient’s efforts to:

1.1.2.1 Provide Services to Older Individuals in greatest economic or social need, with particular attention to low-income, minority individuals.

1.1.2.2 Serve meals that provide one-third (1/3) of the Recommended Dietary Allowances (RDAs) and are safe and of good quality.

1.1.2.3 Promote and maintain high food safety and sanitation standards.

1.1.2.4 Promote good health behaviors through nutrition education and nutrition screening of Clients.

1.1.2.5 Promote or maintain coordination with other nutrition-related supportive services for Older Individuals.

1.1.2.6 Promote the use of locally grown foods in meal programs and identifies potential partnerships and

contracts with local producers and providers of locally grown foods.

1.2 **ENP Statutes and Guidelines**

1.2.1 Subrecipient shall provide ENP Services in accordance with the following Program statutes and guidelines: Older Americans Act reauthorized (OAA)(Title 42 United States Code Sections 3001-3058); Title 45 Code of Federal Regulations Parts 1321.1 – 1321.83; Title 22 California Code of Regulations Section 7000 et seq.; Older Californians Act (OCA); California Department of Aging (CDA) Program Memoranda; County Program Memoranda/Directives; and, Services approved by County as reflected in Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program).

1.3 **Client Eligibility Criteria**

1.3.1 The United States Department of Health and Human Services Administration on Aging (AoA) determines the criteria for Clients to be eligible to receive ENP Services. The criteria are based on the current guidelines of the Older Americans Act of 1965, as reauthorized in April 2016. These guidelines may be enhanced based on Federal, State, and County regulations and policies. Unless otherwise expressly indicated in this Subaward or by Federal, State, or local law, Subrecipient shall only provide ENP Services to eligible individuals (i.e., Clients).

1.3.2 **Eligibility for Congregate Meal Services**

1.3.2.1 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:

1.3.2.1.1 An Older Individual (age sixty (60) or older).

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

1.3.2.1.3 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.

1.3.2.1.4 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:

1.3.2.1.4.1 Self-care

1.3.2.1.4.2 Receptive and expressive language

1.3.2.1.4.3 Learning

1.3.2.1.4.4 Mobility

1.3.2.1.4.5 Self-direction

1.3.2.1.4.6 Capacity for independent living

1.3.2.1.4.7 Economic self-sufficiency

1.3.2.1.4.8 Cognitive functioning

1.3.2.1.4.9 Emotional adjustment

1.3.3 **Eligibility for Home-Delivered Meal Services**

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

1.3.3.1.1 An Older Individual (age sixty (60) 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:

1.3.3.1.1.1 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

1.3.3.1.1.2 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.

1.3.3.1.2 The spouse of any Older Individual described in this Subsection 1.4.3.1, regardless of the spouse's age or condition, if an assessment by Subrecipient concludes that it is in the best interest of the frail/homebound Older Individual.

1.3.3.1.3 An individual with a disability who resides in the home of any Older Individual as described in this Subsection 1.4.3.1, if an Initial Assessment (defined in Subsection 10.4.1.1 (Home-Delivered Meal Initial Assessment Requirements of Potential Client)) by Subrecipient concludes that it is in the best interest of the homebound Older Individual.

1.3.4 **Eligibility for Volunteer Meals**

1.3.4.1 A Volunteer is a person who participates in providing ENP Services without pay. Subrecipient shall develop a written policy for providing and accounting for Volunteer meals served for Volunteers under age sixty (60). Volunteers are eligible to receive an ENP meal under the following criteria:

1.3.4.1.1 A Volunteer who is sixty (60) years of age and older meets the age eligibility criteria to be registered to receive meals from a Congregate Meal site.

1.3.4.1.2 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.

1.3.5 **Eligibility for Telephone Reassurance Services**

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

1.3.5.1.1 An Older Individual (age sixty (60) or older); and

1.3.5.1.2 Must be either:

1.3.5.1.2.1 A Home-Delivered Meal Client (age sixty (60) or older).

1.3.5.1.2.2 An individual (age sixty (60) or older) who is on the Home-Delivered Meal waiting list as recorded in the Management Information System (refer to Subparagraph 9.18.4 (Information Technology Systems – Management Information System) of the Subaward).

1.3.5.2 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.

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

2.2 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, Subrecipient shall obtain written consent from County, and shall

comply with Subparagraph 8.1 (Amendments) of the Subaward as applicable.

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

2.4 Subrecipient must obtain the approval in writing by County prior to opening a new Congregate Meal site or closing any existing Congregate Meal site. Any new Congregate Meal site must be inspected by the Dietary Administrative Support Services (DASS) Program subrecipient and a health permit must be obtained before approval is granted by County at County's sole discretion.

2.5 Subrecipient must obtain the approval in writing by County prior to opening a new Home-Delivered Meal route or terminating any existing Home-Delivered Meal route.

2.6 Subrecipient shall include the identity of each designated community focal point as specified in OAA Section 102 (a)(21) (Title 42 United States Code Section 3026(a)(3)(A)). Subrecipient shall utilize Exhibit F (Subrecipient's Administration) of the Subaward to identify or update the designated focal point site locations, as needed.

2.7 Specific tasks and Work hours shall not be modified or terminated throughout the entire Subaward term. Should an emergency arise, Subrecipient's request for Service or Work hour modifications will be reviewed by County on a case-by-case basis.

3.0 QUALITY CONTROL

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

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

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

4.0 QUALITY ASSURANCE PLAN

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

4.2 **Meetings**

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

4.2.2 Subrecipient shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Subrecipient's failure to attend either face-to-face or WebEx meetings pursuant to Attachment G (Performance Requirements Summary Chart).

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

4.3 **Subaward Discrepancy Report**

4.3.1 Verbal notification of a Subaward discrepancy will be made to County's Compliance Manager as soon as possible whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Subrecipient.

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

4.4 **County Observations**

4.4.1 In addition to County's contracting staff, other County personnel, State representatives and Federal representatives may observe

the performance/activities and review documents relevant to this Subaward at any time during normal business hours. However, these personnel may not unreasonably interfere with Subrecipient's performance.

4.5 **County's Needs Assessment**

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

5.0 DEFINITIONS

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

6.0 RESPONSIBILITIES

6.1 **County's Personnel**

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

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

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

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

6.2 **Intentionally Omitted**

6.3 **Subrecipient's Personnel**

6.3.1 Subrecipient 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 Subrecipient.

6.3.2 Subrecipient shall operate continuously throughout the entire term of this Subaward with at least the minimum number of staff set forth herein, as well as any other applicable staffing

requirements of County necessary for Subrecipient to provide Services hereunder. Such personnel shall meet all qualifications in the Subaward, as well as those provided by County through Amendments, Administrative Directives, Change Notices, Program Memorandums, etc.

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

6.3.4 Subrecipient shall be required to conduct a background check on its employees as set forth in Subparagraph 7.5 (Background and Security Investigations) of the Subaward. Subrecipient shall also be required to conduct a background check on any paid staff and Volunteer that has direct Client contact and has access to the Client's personal information and/or case file. Subrecipient is not required to conduct a background check on Volunteers who only provide meal service.

6.3.5 Subrecipient shall notify County of any significant personnel change and shall fill vacancies for critical positions within thirty (30) days.

6.3.6 Subrecipient shall give preference to hiring Older Individuals subject to the qualifications of the position.

6.3.7 **Project Manager**

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

6.3.7.2 Subrecipient shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Subrecipient shall immediately fill the position with a temporary replacement and shall fill the position with a permanent person within thirty (30) days.

6.3.7.3 Project Manager or his/her alternate shall have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward.

6.3.7.4 Project Manager will plan, organize, and direct all administrative and Program activities related to the Subaward. Project Manager will define the lines of

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

6.3.7.5 Project Manager will serve as the coordinator/liaison for all ENP 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 Subaward activities.

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

6.3.7.6.1 Bachelor's Degree from an accredited university.

6.3.7.6.2 A minimum of five (5) years of experience in food service or a related field.

6.3.7.6.3 Demonstrable problem-solving skills and experience.

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

6.3.7.6.5 Ability to evaluate the performance of food service and site managers based on established criteria.

6.3.7.6.6 A minimum of five (5) years of experience in the provision of social services to older adults.

6.3.7.6.7 Successful completion of basic training in Hazard Analysis Critical Control Point principles within six (6) months of being hired.

6.3.7.6.8 Current certification as a Food Protection Manager by County of Los Angeles Department of Public Health, or certification within six (6) months of being hired.

6.3.7.6.9 Participate in customer service in-service training sessions provided by DASS

Program subrecipient's registered dietitian.

6.3.7.6.10 Ability to effectively speak, read, and write fluently in English.

6.3.8 **Food Service Manager**

6.3.8.1 When Subrecipient operates a central kitchen, providing Client meals, Subrecipient shall employ a Food Service Manager who shall oversee the daily food service operations, both managerial and administrative, of the ENP (see Subsection 10.15 (Central Kitchen/Caterer) for additional requirements).

6.3.8.2 Minimum Required Education, Experience and Qualifications

6.3.8.2.1 Current certification as a Food Protection Manager by County of Los Angeles Department of Public Health.

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

6.3.8.2.2.1 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.

6.3.8.2.2.2 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.

6.3.8.2.2.3 Two (2) years of experience managing food services. Such experience shall be verified by Subrecipient and approved by DASS Program subrecipient and County prior to hire.

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 **Site Manager**

6.3.9.1 Subrecipient for Congregate Meal Service 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.

6.3.9.2 Minimum Required Education, Experience and Qualifications

6.3.9.2.1 Certification as a Food Protection Manager by County of Los Angeles Department of Public Health within six (6) months of being hired.

6.3.9.2.2 Demonstrate ability to treat Clients and Clients' family members with respect and dignity by participating in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian

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

6.3.9.2.4 Bilingual English/Spanish fluency is desirable.

6.3.10 **Home-Delivered Meal Coordinator**

6.3.10.1 Subrecipient for Home-Delivered Meal Service shall include a Home-Delivered Meal Coordinator to coordinate and oversee all Home-Delivered Meal routes. Home-Delivered Meal Coordinator must attend all quarterly in-service training sessions provided DASS Program subrecipient's registered dietitian.

6.3.10.2 Subrecipient shall conduct a background check on Home-Delivered Meal Coordinator that has direct Client contact and has access to the Client's personal information and/or case file.

6.3.10.3 Minimum Required Education, Experience and Qualifications

6.3.10.3.1 Certification as a Food Protection Manager by County of Los Angeles Department of Public Health within six (6) months of being hired.

6.3.10.3.2 Demonstrate ability to treat Clients and Clients' family members with respect and dignity by participating in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian.

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

6.3.10.3.4 Bilingual English/Spanish fluency is desirable.

6.3.11 **Home-Delivered Meal Case Worker**

6.3.11.1 Subrecipient for Home-Delivered Meal Service must include a Home-Delivered Meal Service Case Worker(s).

6.3.11.2 Under the direction of Project Manager and or Home-Delivered Meal Coordinator, 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.

6.3.11.3 Subrecipient shall conduct a background check on Home-Delivered Meal Case Worker that has direct Client contact and has access to the Client's personal information and/or case file.

6.3.11.4 Minimum Required Education, Experience and Qualifications

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

6.3.11.4.2 Participate in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian to effectively communicate with Clients and Clients' family members.

6.3.11.4.3 Demonstrate ability to treat Clients and Clients' family members with respect and dignity by participating in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian.

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

6.3.11.4.5 Bilingual English/Spanish fluency is desirable.

6.3.12 Home-Delivered Meal Driver(s)

6.3.12.1 Home-Delivered Meal Service Driver 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 Subaward.

6.3.12.2 Home-Delivered Meal Service Driver shall be properly trained in food handling as described in Subsection 6.6. and shall attend trainings conducted by DASS Program subrecipient as appropriate.

6.3.12.3 Demonstrate ability to treat Clients and Clients' family members with respect and dignity by participating in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian.

6.3.12.4 Bilingual English/Spanish fluency is desirable.

6.3.12.5 Subrecipient shall conduct a background check on Home-Delivered Meal Service Driver that has direct Client contact and has access to the Client's personal information and/or case file.

6.3.13 Other Staff

6.3.13.1 **Senior Community Service Employment Program (SCSEP) Title V Participant**

6.3.13.1.1 Title V Participant is an individual who is eligible for the Title V SCSEP, is given a community service assignment at a SCSEP Host Agency, and is receiving services funded by the program for up to 48 months. CSS SCSEP Title V Participants must be California residents and either United States citizens or legal residents at least fifty five (55) years of age and older, with an income that does not exceed 125% of the federal poverty level. Participation in the program is limited to forty-eight (48) months whether or not consecutively, providing the participant meets eligibility requirements.

6.3.13.1.1.1 A SCSEP Host Agency is a public agency or private non-profit organization which provides a training work site and supervision for one or more participants while enrolled in SCSEP.

6.3.13.1.1.2 A SCSEP Title V Participant position is an authorized training slot whose unit cost includes administration; participant wages and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given Fiscal Year is based on an equitable distribution ratio determined by the U.S. Census and allocated by the DOL.

6.3.13.1.1.3 Volunteer work should not occur in the SCSEP Host Agency where the participant is assigned. Wage and hour laws would require payment of such labor for an employee (that is, an employer cannot pay an employee for certain hours of work and accept additional hours of work as volunteered), and the SCSEP regulations require that participants be paid for all community service work. For these reasons, the Participant

should be told to volunteer at an organization other than the assigned Host Agency.

6.3.13.1.2 Subrecipient shall utilize the services of SCSEP Title V Participants at Congregate Meal sites whenever possible.

6.3.13.1.3 SCSEP Title V Participants must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

6.3.13.1.4 Subrecipient 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. Subrecipient is not required to conduct a background check on SCSEP Title V Participants that only provide meal service.

6.3.13.2 Volunteers

6.3.13.2.1 Subrecipient 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.

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

6.3.13.2.3 If possible, Subrecipient 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 Subaward).

6.3.13.2.4 Subrecipient shall conduct a background check on any Volunteer that has direct Client contact and has access to the Client's personal information and/or case file. Subrecipient is not required to conduct a background check on Volunteers that only provide meal service.

6.3.14 Caterer

6.3.14.1 This position is not applicable for Subrecipient when utilizing a central kitchen as the sole means of Congregate and/or Home-Delivered Meal preparation.

6.3.14.2 Caterer must meet the minimum required education, experience and qualifications outlined for the Food Service Manager as stated in Subsection 6.3.8.

6.3.14.3 Caterer's employees that prepare and/or serve food must possess a Food Handler's Certificate issued by the State of California.

6.3.14.4 Catering facility must be inspected and approved by the DASS Program subrecipient for placement on County's list of Approved Caterers. County must grant final approval of County list of Approved Caterers prior to utilization by Subrecipient.

6.4 Identification Badges

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

6.5 Materials and Equipment

6.5.1 Subrecipient shall adhere to the requirements for purchasing, inventorying and disposing of material and equipment obtained

under this Subaward as outlined herein and in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

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

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

6.5.4 Subrecipient must obtain County approval in writing prior to the purchase of any equipment or vehicles purchased with Subaward Sums.

6.5.5 All non-capital asset equipment shall be assigned to a manager or supervisor at the location of the equipment.

6.5.6 Equipment or vehicles purchased with Subaward Sums must be tagged and recorded.

6.5.6.1 Description
6.5.6.2 Serial Number
6.5.6.3 Manufacturer
6.5.6.4 Title Holder
6.5.6.5 Fund Source
6.5.6.6 Acquisition date and unit cost

6.5.7 Subrecipient must obtain County approval prior to the disposal of any equipment or vehicles purchased with Subaward Sums.

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

6.6 Training

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

6.6.2 Subrecipient shall train all staff in their assigned tasks and in the safe handling of equipment.

6.6.3 Subrecipient shall implement a yearly written internal staff training plan developed and reviewed by DASS Program subrecipient, and approved by County. The training plan shall be maintained on file by Subrecipient, and shall identify who is to be trained, who will conduct the training, training content, and date scheduled.

6.6.4 Subrecipient shall ensure that food service staff (including Congregate and Home-Delivered Meal staff and Volunteers) attend a minimum of four (4) hours of mandatory in-service training annually developed and provided by DASS Program subrecipient's registered dietitian.

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

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

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

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

6.6.9 Subrecipient shall attend all mandated trainings called by County, or authorized designee. Mandated trainings may be held at a County facility, at another site, or online. Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when

necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Subaward, and may result in further action pursuant to Subparagraph 9.13 (Probation and Suspension) of the Subaward and any other applicable remedies.

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

6.6.11 Security Awareness Training

6.6.11.1 Subrecipient shall ensure that Subrecipient staff who handle personal, sensitive or confidential information relating to the Program complete the Security Awareness Training module located at www.aging.ca.gov within thirty (30) days of the start date of the Subaward or within thirty (30) days of the start date of any new employees or Volunteers who work under the Subaward.

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

6.7 Subrecipient's Office

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

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

6.7.3 Subrecipient shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and

sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.

6.7.4 Subrecipient shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including but not limited to, rodents and insects. Subrecipient shall ensure that the services of a certified/licensed pest control company are obtained to fumigate the premises and perform pest control services on a monthly basis. Subrecipient 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. Subsection shall follow the criteria further described in Subsection 10.11.8.

6.8 Multilingual and Multicultural Capabilities of Subrecipient Staff

6.8.1 Subrecipient must provide Services in the primary/native language of the Client or in areas where a significant number of Clients do not speak English as their primary language. Subrecipient shall make efforts to employ staff and recruit Volunteers who are bilingual or who are fluent in the dominant languages of the community. Subrecipient shall not require any Client to provide his/her own interpreter.

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

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

7 HOURS/DAYS OF WORK

7.1 Subrecipient's staff shall be available to all Clients, potential Clients, and referral sources, as well as County representatives on a minimum five (5) days per week basis (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m. (not including County recognized

holidays). A list of County recognized holidays is provided in Attachment L (County Recognized Holidays).

7.2 Subrecipient's Congregate Meal sites shall only be closed on County recognized holidays. Prior approval must be obtained in writing if there is a deviation from the traditional Monday through Friday lunchtime meal service schedule, days or times. The meal service must be available all weekdays and at minimum three (3) days per week at any one site.

7.3 Subrecipient is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of meal service for any non-County recognized holidays (i.e., vacations, city shut-downs or religious holidays). This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of meal services is not disrupted. Action plan must be approved by County prior to implementation.

7.4 Subrecipient must make arrangements for meals to be provided to Clients to cover all days that sites are closed during non-County recognized holidays. Subrecipient shall also ensure that all Home-Delivered Meal Clients receive meals for days that Subrecipient is closed for non-County recognized holidays.

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

8 WORK SCHEDULES

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

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

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

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

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

9.5 County reserves the right to perform unscheduled work itself or assign the work to another subrecipient.

10 SPECIFIC WORK REQUIREMENTS

10.1 The specific Work requirements outlined herein establish the standards for the provision of ENP Services.

10.2 Reimbursement for ENP Services

10.2.1 In exchange for providing ENP Services in accordance with the requirements outlined herein, County will reimburse Subrecipient a fixed rate for each Unit of Service (defined in Section 10.0 (Specific Work Requirements)) provided by Subrecipient.

10.3 General ENP Meal Requirements

10.3.1 Subrecipient shall provide meals, meeting the criteria further described in this Subsection 10.5, (Congregate Meal Services Requirements), 10.6 through 10.7 (Home–Delivered Meal

Services Requirements) and 10.8 (Emergency Meal Services Requirements for Home-Delivered Meal Clients), as applicable, to Clients. Each meal provided 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").

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

10.3.3 Subrecipient 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.

10.3.4 Subrecipient 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.

10.3.5 Each meal provided by Subrecipient 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.).

10.3.6 Subrecipient shall not deny the serving of a meal to a Client who has failed to make a reservation when food is available.

10.3.7 Where feasible and appropriate, Subrecipient must make arrangements for the availability of a minimum of three (3) meals per fiscal year to Clients during a major disaster, as defined in Title 42 United States Code Section 5122(2).

10.3.8 Subrecipient shall prepare a menu of the meals to be served at each Congregate Meal site. Subrecipient shall ensure that its menus:

10.3.8.1 Conform to the menu planning and nutrition standards of AAA and CDA. Subrecipient shall review, utilize, and adhere to Menu Writing Specifications and Requirements as revised annually by AAA and/or CDA.

10.3.8.2 Are approved by DASS Program subrecipient's registered dietitian prior to submission for certification by DASS Program subrecipient's lead registered dietitian and County. Menus must be certified once per Fiscal Year.

10.3.8.3 Are planned for a minimum of five (5) weeks.

10.3.8.4 Are posted weekly in the kitchen at each Congregate Meal site.

10.3.8.5 Are posted monthly at each Congregate Meal site dining room in a location easily seen by Clients.

10.3.8.6 Are legible and easy to read in English and the language of the majority of the Clients.

10.3.8.7 Reflect cultural and ethnic dietary needs of Clients, when feasible and appropriate.

10.3.8.8 Participate and comply with the meal analysis conducted by DASS Program subrecipient's registered dietitian.

10.3.8.9 Adhere to a low sodium diet with a target of 500mg to 750mg sodium per meal.

10.3.8.10 Food substitutions to meals originally planned must meet the requirements of this section and be approved by DASS Program subrecipient's registered dietitian.

10.3.9 To the maximum extent practicable, each meal may be adjusted to meet any special dietary needs of Clients. Special dietary menu variations must be reviewed by DASS Program subrecipient's registered dietitian and approved by CSS.

10.3.10 Subrecipient shall promote the use of locally grown foods in meal programs and identifies potential partnerships and

contracts with local producers and providers of locally grown foods.

10.4 Providing Services at ENP Meal Sites and Routes

10.4.1 Subrecipient shall provide Program Services for each Congregate Meal site that is indicated in Attachment H (Site Summary for Title III C-1 Program Services) as well as Exhibit X1 (Mandated Program Services for Title III C-1 Program) of the Subaward and each Home-Delivered Meal route that is indicated in Attachment I (Route Summary for Title III C-2 Program Services) as well as Exhibit X2 (Mandated Program Services for Title III C-2 Program) of the Subaward.

10.4.2 Subrecipient shall complete Attachment H (Site Summary for Title III C-1 Program Services) for the Congregate Meal Program and shall adhere to the requirements outlined in Attachment J (Guidelines for Developing Site Summary for Title III C-1 Program Services). when completing this Attachment , Subrecipient shall submit these Attachments to County's Program Manager in the time and manner as indicated in Subparagraph.

10.4.3 Subrecipient shall complete Attachment I (Route Summary for Title III C-2 Program Services) for the Home-Delivered Meal Program and shall adhere to the requirements outlined in Attachment K (Guidelines for Developing Route Summary for Title III C-2 Program Services) when completing this Attachment. Subrecipient shall submit these Attachments to County's Program Manager in the time and manner as indicated in Subparagraph [→ edit out the break in sentence; right now could suggest two incomplete tasks]

10.5 Congregate Meal Services Requirements

10.5.1 Congregate Meal Services

10.5.1.1 Congregate Meal Services include the procurement, preparation, transportation, and serving of nutritious meals to Older Individuals, sixty (60) years of age or older, in a group setting at strategically located sites, or those who meet the criteria identified in Subsection 1.4.2 (Eligibility for Congregate Meal Services). 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.

10.5.1.2 Congregate Meal Services include the following Service categories:

10.5.1.2.1 American Meals

10.5.1.2.2 Ethnic Meals

10.5.2 Client Assessment for Congregate Meal Services

10.5.2.1 Congregate Meal Initial Assessment Requirements of Potential Client

10.5.2.1.1 Subrecipient 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 B (County of Los Angeles Area Agency on Aging Universal Intake Form) as provided annually by County. Subrecipient shall complete the following information on the Universal Intake Form for the potential Client:

10.5.2.1.1.1 Name

10.5.2.1.1.2 Address

10.5.2.1.1.3 Date of Birth

10.5.2.1.1.4 Gender

10.5.2.1.1.5 Veteran Status

10.5.2.1.1.6 Race/Ethnicity

10.5.2.1.1.7 Relationship Status

10.5.2.1.1.8 Type of Residence (house, apartment, etc.)

10.5.2.1.1.9 Living Arrangement (alone/not alone)

10.5.2.1.1.10 Rural

10.5.2.1.1.11 Designation/ Unincorporated City

10.5.2.1.1.12 Receive In-Home Supportive Services

10.5.2.1.1.13 Income Status (which shall be identified as at, above, or below the Administration on Aging ("AoA") Federal Poverty Guidelines)

10.5.2.1.1.14 Primary Language Spoken

10.5.2.1.1.15 Nutritional Risk Score (utilizing the Nutrition Screening Initiative Checklist)

10.5.2.1.1.16 Activities of Daily Living/Instrumental Activities of Daily Living

10.5.2.1.2 Subrecipient 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.

10.5.2.1.3 Subrecipient 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.

10.5.2.1.4 Subrecipient shall inform County of the name of the Subrecipient'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 Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access Management Information System.

10.5.2.1.5 Subrecipient is required to work with the DASS Program subrecipient identified in the AAA Provider List (as provided by AAA on an annual basis) to refer Clients that Subrecipient has assessed at a high nutrition risk score of six (6) or higher according to the National Screening Initiative Checklist (refer to Subsection 10.10 (Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient)).

10.5.2.1.6 Subrecipient must include a written record of each Client's Initial Assessment, any Reassessment (as described in Subsection 10.3.1.2), and any other updates in the Client's file.

10.5.2.1.7 Subrecipient 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 Subrecipient shall provide referral(s) to these programs as necessary.

10.5.2.2 Congregate Meal Reassessment Requirements

10.5.2.2.1 Subrecipient shall conduct a Reassessment by completing a new

Attachment B (County of Los Angeles Area Agency on Aging Universal Intake Form) as described in Subsection 10.3.1.1. 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.

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

10.5.2.3 Meal delivery to the Congregate Meal site requires that Subrecipient:

10.5.2.3.1 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.

10.5.2.3.2 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.

10.5.2.3.3 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).

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

10.5.2.3.5 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.

10.5.3 Meal Service requires that Subrecipient shall:

10.5.3.1 Maintain hot food hot, as described in Subsection 10.3.2.1, 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.

10.5.3.2 Maintain hot food hot, as described in Subsection 10.3.2.1, for a maximum of two (2) hours at the Congregate Meal site.

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

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

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

10.5.3.6. 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.

10.5.4 Subrecipient shall allow presence of Service Animals:

10.5.4.1 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.

10.5.4.2 ADA regulations stipulate that 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.

10.5.4.3 Subrecipient shall allow use of service animal 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, Subrecipient may require that the Client must maintain control of the service animal through voice, signal, or other effective controls.

10.5.4.4 Subrecipient 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.

10.5.4.5 Subrecipient acknowledges that Subrecipient'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. Subrecipient staff are not required to provide food or care for a service animal.

10.5.4.6 Subrecipient 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.

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

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

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

10.5.4.8 Subrecipient staff shall not 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.

10.5.5 Subrecipient shall ensure that Congregate Meal sites operating in Adult Day Programs and Elderly Housing Facilities meet the Eligibility Criteria specified in Subsection 1.4.2 (Eligibility for Congregate Meal Services) for Congregate Meal Services, and also meet the following criteria listed below:

10.5.5.1 Be open to the general public.

10.5.5.2 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.

10.6 Home–Delivered Meal Services Requirements

10.6.1 Home–Delivered Meal Services

10.6.1.1 Home-Delivered Meal Services include the procurement, preparation, service, and delivery of nutritious meals in home environments/settings to Older Individuals, sixty (60) years of age or older, who are homebound by reason of illness, disability or isolation, or those who meet the criteria identified in Subsection 1.4.3 (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.

10.6.1.2 Home-Delivered Meal Services include the following Service categories:

10.6.1.2.1 Hot Meals

10.6.1.2.2 Frozen Meals

10.6.1.2.3 Telephone Reassurance Services

10.6.1.2.3.1 Home-Delivered Meal Services also include "Telephone Reassurance Services" (a component for Title III B Program Services), which provide 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. Telephone Reassurance Services include the following Service category:

10.6.1.2.3.1.1 Telephone Calls

10.7.1 Client Assessment for Home-Delivered Meal Services

10.7.1.1 Home-Delivered Meal Initial Assessment Requirements of Potential Client

10.7.1.1.1 Subrecipient's initial determination of potential Client's eligibility for Home–Delivered Meal Services may be

accomplished by telephone. Subrecipient 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 B (County of Los Angeles Area Agency on Aging Universal Intake Form) as provided annually by County. The Initial Assessment shall include the type of meal appropriate for the potential Client in their living environment and Subrecipient shall check to see if the potential Client has a stove or microwave to heat or reheat meals. Subrecipient shall complete the following information on the Los Angeles County Area Agency on Aging Universal Intake Form for the potential Client:

10.7.1.1.1.1 Name

10.7.1.1.1.2 Address

10.7.1.1.1.3 Date of Birth

10.7.1.1.1.4 Gender

10.7.1.1.1.5 Veteran Status

10.7.1.1.1.6 Race/Ethnicity

10.7.1.1.1.7 Relationship Status

10.7.1.1.1.8 Type of Residence (house, apartment, etc.)

10.7.1.1.1.9 Living Arrangement (alone/not alone)

10.7.1.1.1.10 Rural Designation/Unincorporated City

10.7.1.1.1.11 Receive In-Home Supportive Services

10.7.1.1.1.12 Income Status (which shall be identified as at, above, or below the AoA Federal Poverty Guidelines)

10.7.1.1.1.13 Primary Language Spoken

10.7.1.1.1.14 Nutritional Risk Score (utilizing the Nutrition Screening Initiative Checklist)

10.7.1.1.1.15 Activities of Daily Living/Instrumental Activities of Daily Living

10.7.1.1.2 Subrecipient 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.

10.7.1.1.3 Subrecipient 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.

10.7.1.1.4 Subrecipient shall provide County the name of Subrecipient's Management Information System employee and back-up employee at the start of this Subaward and within two (2) weeks of

any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access Management Information System.

10.7.1.1.5 Subrecipient is required to complete Attachment C (Home-Delivered Meal Program Priority of Service Screening Tool) for all Home-Delivered Meal Clients. Instructions for completing the form are provided in Attachment D (Home-Delivered Meal Program Priority of Service Screening Tool Instructions).

10.7.1.1.6 Home-Delivered Meal Clients shall also be assessed to determine their need for nutrition-related supportive services, and be referred as necessary.

10.7.1.1.7 Subrecipient is required to work with the DASS Program subrecipient identified in the AAA Provider List (as provided by AAA on an annual basis) to refer Home-Delivered Meal Clients that Subrecipient has assessed at a high nutrition risk score of six (6) or higher according to the National Screening Initiative Checklist (refer to Subsection 10.10 (Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient)).

10.7.1.1.8 Subrecipient shall implement criteria to assess the level of need for each eligible Home–Delivered Meal Service Client as outlined in Subsection 1.4.3 (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.

10.7.1.2 Home-Delivered Meal Reassessment Requirements

10.7.1.2.1 Subrecipient 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.

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

10.7.1.2.3 Subrecipient 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). Subrecipient shall conduct Reassessments on the following schedule commencing three (3) months from when the Client first begins receiving Home-Delivered Meal Services:

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

10.7.1.2.3.2 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.

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

10.7.1.2.3.4 Twelve (12) Month Reassessment: Perform a Reassessment by completing a new Attachment B (County of Los Angeles Area Agency on Aging Universal Intake Form) as stated in Subsection 10.7.1.

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

10.7.1.2.3.4.2 Subrecipient shall enter Client's Reassess

ment into the Management Information System within two (2) weeks of completing the Reassessment.

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

10.7.1.3 Home-Delivered Meal Waiting List Reassessment Requirements

10.7.1.3.1 Subrecipient 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 10.4.2).

10.7.1.3.2 If an Older Individual on the Home-Delivered Meal Waiting List has the greatest needs and the highest score

on the Home-Delivered Meal Program Priority of Service Screening Tool, Subrecipient may, at its discretion, remove an existing Home-Delivered Meal Client from the Home-Delivered Meal Program that has a lower score in order to provide the Home-Delivered Meal Service to an Older Individual with the greatest needs and the highest score.

10.7.1.3.3 The existing Client must be notified that he/she will be removed from the Program and will be placed on Home-Delivered Meal Waiting List if slots are needed for more seriously ill Older Individuals with higher scores.

10.7.1.3.4 Subrecipient 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.

10.7.2 Home-Delivered Meal Waiting List Requirements

10.7.2.1 Subrecipient 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.

10.7.2.2 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 Subrecipient and approved by the DASS Program subrecipient's registered dietitian.

10.7.2.3 Subrecipient shall complete Attachment C (Home-Delivered Meal Program Priority of Service Screening Tool) for all Clients on the Home-Delivered Meal Waiting List.

10.7.2.4 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. Subrecipient shall give priority of Service to Clients with the greatest need and the highest overall score.

10.7.2.5 Subrecipient shall enter the name and demographic information of Clients placed on the Home-Delivered Meal Waiting List into the Management Information System.

10.7.2.6 Subrecipient shall provide a Telephone Reassurance call to Clients on the Home-Delivered Meal Waiting List each month to ascertain whether Services are still needed.

10.7.2.7 If Services are no longer needed due to enrollment in the Home-Delivered Meal Program; Subrecipient 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., Subrecipient shall remove the Client's name from waiting list and enter an end date.

10.7.3 Each Home-Delivered Meal may consist of hot, cold, and/or frozen food.

10.7.4 Meal delivery to Home-Delivered Meal Clients requires that Subrecipient:

10.7.4.1 Subrecipient shall obtain County permission in writing prior to providing Home-Delivered frozen Meals to Clients.

10.7.4.2 Subrecipient shall set regular delivery schedules so meals will be delivered at a consistent time each day.

10.7.4.3 Subrecipient 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.

10.7.4.4 Must ship hot meals to Home-Delivered Meal Clients in insulated containers, heated containers, or heated truck to maintain a temperature of one

hundred and forty degrees Fahrenheit (140˚F) or above.

10.7.4.5 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.

10.7.4.6 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).

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

10.7.5 Home-Delivered Hot Prepackaged Meals

10.7.5.1 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.

10.7.5.2 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.

10.7.5.3 Subrecipient, 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.

10.7.6 Home-Delivered Frozen Meals

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

10.7.6.2 Subrecipient 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.

10.7.6.3 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.

10.7.6.4 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.

10.7.6.5 Meals must remain frozen until the final delivery is complete. Temperature should be no higher than twenty-nine degrees Fahrenheit (29˚F).

10.8 Emergency Meal Services Requirements for Home-Delivered Meal Clients

10.8.1 Emergency Meal Services provide shelf stable meals to Clients (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 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.

10.8.2 Eligibility for Emergency Meal Services

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

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

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

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

10.8.5. Subrecipient may work with the vendor of its choice to develop the menu for Emergency Meals. This menu must be approved by DASS Program subrecipient's registered dietitian.

10.8.6 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 Foodservice Standard Operating Procedures manual.

10.8.7 All meals must have a minimum of a six (6) month shelf life from the date of purchase/issuance to the Client.

10.8.8 Subrecipient 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. Subrecipient must maintain the acknowledgement form in the Client's files.

10.8.9 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.

10.8.10 Subrecipient 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 Subrecipient may provide Client with an additional three (3) Emergency Meals contingent upon the availability of Subaward funding.

10.9 Telephone Reassurance Services Requirements

10.9.1 Subrecipient 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:

10.9.2 Client must be either a Home–Delivered Meal recipient or on a Home-Delivered Meal Waiting List in Management Information System to receive a Home-Delivered Meal.

10.9.3 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.

10.9.4 Telephone Call Frequency

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

10.9.4.2 At the discretion of Subrecipient, Clients who receive Home–Delivered hot meals may be called one (1) day per week.

10.9.4.3 Subrecipient 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.

10.9.4.4 Subrecipient 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 A (Home-Delivered Meal Program Telephone Reassurance). Log).

10.9.4.5 Subrecipient 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.

10.10 Congregate and Home-Delivered Meals Quality Assurance Committee

10.10.1 A Quality Assurance Committee shall be incorporated into both the Congregate and Home-Delivered Meal Programs for problem prevention 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.

10.10.2 A Quality Assurance Committee shall be appointed by the Subrecipient'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 DASS Program subrecipient's registered dietitians. Clients will be recruited selected and

organized by Subrecipient to provide input and advice on Services and Program policies.

10.10.3 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.

10.10.4 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.

10.10.5 Records shall also be kept of individual quality assurance audits done by committee members.

10.10.6 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.

10.10.7 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.

10.10.8 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.

10.11 Meal and Quality Assurance Evaluations

10.11.1 Congregate Meals shall be evaluated daily as part of quality assurance.

10.11.2 The Site Manager shall sample each meal and poll Clients every day to judge meal satisfaction.

10.11.3 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.

10.11.4 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. Subrecipient shall provide these completed forms to the Quality Assurance Committee Meeting for review.

10.11.5 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.

10.11.6 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.

10.11.7 The Home-Delivered Meal Coordinator shall assign a driver to complete a quality assurance meal evaluation a minimum of once per month. Subrecipient shall provide these completed forms to the Quality Assurance Committee Meeting for review.

10.11.8 Subrecipient shall ensure that Integrated Pest Management ("IPM") practices are implemented to provide a pest free environment. IPM practices include but are not limited to:

10.11.8.1 Keep garbage tightly covered and remove from kitchen and dining area quickly and properly.

10.11.8.2 Properly store all food and supplies.

10.11.8.3 Check all food and supplies entering the building

10.11.8.4 Eliminate plumbing leaks and correct other sources of moisture.

10.11.8.5 Increase ventilation where condensation is a problem.

10.11.8.6 Seal cracks and other openings to the outside.

10.11.8.7 Remove trash and stored items outside of the building such as, stacks of lumber or firewood that provide hiding places for cockroaches and rodents.

10.11.8.8 Vacuum cracks and crevices to remove food and debris.

10.11.8.9 Ensure that surfaces where food or beverages have been spilled are cleaned up immediately.

10.11.8.10 Keep cleaning equipment (e.g., mops, sponges, cloths) dry and properly stored.

10.11.8.11 Keep toilets and restrooms cleaned and sanitized.

10.11.8.12 Keep break areas clean and store personal food in closed containers.

10.11.8.13 Report building maintenance issues such as holes in walls, torn window screens, or openings in door jams to management/Project Manager for repair.

10.11.8.14 Use traps and baits to monitor the pest population.

10.11.8.15 When pests are discovered, Subrecipient 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, Subrecipient shall ensure that:

10.11.8.15.1 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. Subrecipient 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.

10.11.8.15.2 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 DASS Program subrecipient's registered dietitian of the pest sighting.

10.11.8.15.3 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 DASS Program subrecipient's registered dietitian and cleared to resume regular Congregate Meal Services.

10.11.8.15.4 Subrecipient 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 DASS Program subrecipient'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.

10.11.8.15.5 If no pests are found during the re-inspection by DASS Program subrecipient'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, Subrecipient 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, Subrecipient 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.

10.11.8.15.6 If pests are observed by DASS Program subrecipient's registered dietitian during the re-inspection, and/or requested repairs have not been made, Subrecipient 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 DASS Program subrecipient's registered dietitian to resume regular meal service. Subrecipient 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.

10.11.8.15.7 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. Subrecipient 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 DASS Program subrecipient's registered dietitian to resume regular meal service. Subrecipient may ask for a waiver to resume monthly fumigation

and pest control services after the 180 waiting period if there are no additional pest sightings and all other IPM activities have been met.

10.11.8.15.8 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.

10.11.8.15.9 Subrecipient shall adhere to regulations/instructions in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Subrecipient shall keep written Pest Control Reports and weekly pest control activity logs on file and made available for review by County and DASS Program subrecipient.

10.11.8.15.10 Points will be deducted by the DASS Program subrecipient'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:

10.11.8.15.10.1 Food preparation
10.11.8.15.10.2 Food storage
10.11.8.15.10.3 Ware washing areas
10.11.8.15.10.4 Indoor Client dining areas
10.11.8.15.10.5 Restrooms
10.11.8.15.10.6 Any area adjacent to the above cited locations that would compromise the food preparation and/or storage facility

10.11.8.15.11 Subrecipient shall observe all applicable local, State, and Federal health and safety standards.

Subrecipient shall ensure that all Program Clients and Subrecipient employees and Volunteers 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.

10.12 Nutrition Services Incentive Program

10.12.1 The Nutrition Services Incentive Program ("NSIP") provides additional funding to supplement the cost for food used in meals served under Section 311 of the OAA. The purpose of the NSIP is to provide incentives that encourage and reward effective performance by Subrecipient in the efficient delivery of nutritious meals to Clients. NSIP is administered by the AoA. NSIP reimbursement may be requested by Subrecipient for meals which:

10.12.1.1 Meet the dietary guidelines, as specified in Section 339 of the OAA (Title 42 United States Code Section 3030g-21).

10.12.1.2 Are served to Clients, as specified in Subsections 1.4.2 (Eligibility for Congregate Meal Services) and 1.4.3 (Eligibility for Home-Delivered Meal Services).

10.12.1.3 Are served to Volunteers of any age pursuant to Subsection 1.4.4 (Eligibility for Volunteer Meals).

10.12.1.4 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 10.2 (General ENP Meal Requirements).

10.12.1.5 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.

10.13 Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient

10.13.1 Subrecipient is required to work with County's Dietary Administrative Support Services ("DASS") Program subrecipient identified in the AAA Provider List (as provided by the AAA on an annual basis). DASS Program subrecipient provides the following services: oversight of ENP by DASS Program subrecipient'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.

10.13.2 Subrecipient shall provide DASS Program subrecipient with the number of Nutrition Education materials needed for distribution to Home-Delivered Meal Clients during the Fiscal Year.

10.13.3 Subrecipient is required to make Client referrals for Nutrition Counseling, either in person, by fax, phone or email, to DASS Program subrecipient for all Clients who are diabetic or score six (6) and above on the Nutrition Risk Score.

10.13.4 Subrecipient's ENP Services will be monitored by DASS Program subrecipient on a monthly basis. Subrecipient shall correct any problems noted in DASS Subrecipient's Monitoring Reports provided to Subrecipient each month. Subrecipient shall have fifteen (15) days from the receipt of the Monitoring Report to respond in writing to DASS Program subrecipient and County in writing with an action plan to correct the problem.

10.13.5 Subrecipient must work with DASS Program subrecipient's registered dietitians to develop menus for ENP. All menus must be reviewed, certified, and approved by DASS Program subrecipient. DASS Program subrecipient and Subrecipient will include input from food production staff, Caterer(s) and Subrecipient's Quality Assurance Committee as described in

Subsection 10.7 (Congregate and Home-Delivered Meals Quality Assurance Committee).

10.13.6 Subrecipient'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 DASS Program subrecipient's registered dietitians and approved by County.

10.14 Mandatory Coordination with Disease Prevention and Health Promotion Program Subrecipient

10.14.1 Subrecipient is required to make referrals, as needed, either in person, by fax, phone or email, to Disease Prevention and Health Promotion ("DPHP") Program subrecipient (identified in the AAA Annual Nutrition Program Provider list) for Clients who would benefit from disease prevention and health promotion programs.

10.14.2 Subrecipient may plan and schedule appropriate Health Promotion Clinics at Congregate Meal sites which are selected with input from Subrecipient's Quality Assurance Committee and coordinated with the DPHP Program subrecipient.

10.15 Central Kitchen/Caterer

10.15.1 In order to provide meals prepared pursuant to the requirements outlined in this Exhibit, Subrecipient must utilize a central kitchen or Caterer for the preparation of meals. In either case, Subrecipient shall adhere to the guidelines outlined herein as it relates to the use of a central kitchen and/or Caterer.

10.15.2 Subrecipient shall employ a Project Manager, Food Service Manager or a Caterer, and Site Manager who are certified Food Protection Managers by the Los Angeles County Department of Public Health. 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.

10.15.3 Throughout the entirety of the Subaward term, Subrecipient shall ensure that Caterer's staff who prepare and/or serve food shall possess a current Food Handler Certification Card issued by the State of California.

10.15.4 Subrecipient 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.

10.15.5 Subrecipient 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.

10.15.6 Subrecipient shall ensure that a pest control operator inspect the facility on a monthly basis. Subrecipient 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 DASS Program subrecipient's registered dietitians.

10.16 Selection of Caterer

10.16.1 When Subrecipient elects to use the services of a Caterer to prepare/supply ENP Congregate and Home-Delivered Meals, Subrecipient 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 DASS Program subrecipient and have been approved by County. The AAA Approved Caterer List shall be provided by County on an annual basis.

10.16.2 Pursuant to Title 22 California Code of Regulations Sections 7352 – 7364, Subrecipient shall procure Caterer through a competitive solicitation process. Subrecipient 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, Subrecipient shall enter into a Lower Tier Subaward with the successful Caterer.

10.16.3 In accordance with Subparagraph 8.40 (Lower Tier Subaward) of the Subaward, Subrecipient must obtain approval from County prior to entering into the Lower Tier Subaward.

10.17 Health and Fire Inspections

10.17.1 Subrecipient's Congregate Meal sites, central kitchens and Caterer shall be inspected annually by the County of Los Angeles Department of Health Services ("DHS"). Subrecipient must maintain a grade of "B" or better from DHS based on the inspections conducted by DHS for food services. Subrecipient shall work with DASS Program subrecipient 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 9.22.3 (Subaward Compliance Documents) of the Subaward, Subrecipient must submit to County annual inspection reports from DHS for each Congregate Meal site, central kitchen and/or Caterer.

10.17.2 Subrecipient's Congregate Meal sites and central kitchens shall be inspected annually by the Los Angeles County Fire Department or Subrecipient's local fire department. In accordance with Subparagraph 9.22.3 (Subaward Compliance Documents) of the Subaward, Subrecipient must submit to County annual inspection reports from either the Los Angeles County Fire Department or Subrecipient's local fire department for each Congregate Meal site and central kitchen.

10.18 Licenses and Certifications for ENP Services

10.18.1 Subrecipient 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.

10.18.2 Prior to the execution of this Subaward, and, in cases of new staff or staff with updated licenses, permits or certifications, Subrecipient 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 Subaward.

10.18.3 If Subrecipient operates a central kitchen and/or engages the services of Caterer, Subrecipient must maintain current proof of the following:

10.18.3.1 Public health permit and/or business license.

10.18.3.2 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.

10.18.3.3 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).

10.18.3.4 Hazard Analysis Critical Control Point Certificate and Food Protection Manager Certificate (ServSafe Certificate) for Food Service Manager.

10.18.3.5 Staff that prepare and/or serve food must possess a Food Handler's Certificate issued by the State of California.

10.19 Contributions and Fees for Cost of Meals

10.19.1 Subrecipient 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).

10.19.2 Subrecipient shall ensure that Clients are not required to contribute to the Program when they are requesting Services. Subrecipient's solicitation of voluntary contributions shall not be coercive.

10.19.3 Subrecipient shall clearly inform Client that contributions are strictly voluntary and Subrecipient shall not pressure Client to contribute to the cost of the meal.

10.19.4 Subrecipient 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 Subrecipient's additional sources of income shall be considered.

10.19.5 A sign indicating the suggested contribution for Clients, and the guest fee (amount charged to non-seniors), shall be posted by Subrecipient near the contribution container at each Congregate Meal site. 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."

10.19.6 Volunteers and/or staff at the sign-in table must be trained on the donation policy emphasizing the confidential nature of the contributions.

10.19.7 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."

10.19.8 Client shall not be denied Services because of his/her failure or inability to contribute to the cost of Services.

10.19.9 Subrecipient shall establish procedures for soliciting donations that provide Clients with a confidential method for making donations.

10.19.10 Subrecipient shall ensure that Client's decision to contribute as well as the amount of Client's contribution is kept private and confidential.

10.19.11 Guest Fees

10.19.11.1 All Guests (non-eligible Clients) 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.

10.19.11.2 There is no provision for a Guest fee to be private.

10.19.11.3 Subrecipient shall serve meals to Guests only if sufficient food is available after Clients are served.

10.19.11.4 The following practices pertaining to voluntary contributions/donations and/or share of cost **are not allowed**:

10.19.11.4.1 Requests from Clients to assist in the share of cost to the Program.

10.19.11.4.2 Tracking donations by accounts receivable.

10.19.11.4.3 Tracking donations by individual Clients.

10.19.11.4.4 Employing tactics, in any way, that could be viewed as embarrassing and/or obligatory requests for donations.

10.19.11.4.5 Employing tactics such as allowing Volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.

10.19.11.4.6 At the time of the Initial Assessment, compelling an eligible individual to pledge a particular amount as an agreed upon donation.

10.19.11.4.7 Using coercion to solicit voluntary contributions.

10.19.11.4.8 A donation request should not resemble a billing statement or invoice.

10.19.11.4.9 Imposing a suggested contribution rate based on an individual's income.

10.19.11.4.10 Subrecipient shall not state in pamphlets or on websites that payment is required for ENP Services or state a monetary amount for ENP Services.

10.19.11.5 Subrecipient 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 Subrecipient's site.

10.19.11.6 Subrecipient shall separate collected contributions (donations/fees) from Subaward 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.

10.19.12 Contributions earned in excess of the amount(s) reported in the budget(s) (i.e., Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services) and/or Exhibit W3 (Budget for Title III B Program Services)) may be deferred for use in the first quarter of the next Fiscal Year and must be used to expand baseline Services. Such funds shall be recorded as Program Income.

10.19.13 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 the Subaward.

10.20 Emergency and Disaster Preparedness

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

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

10.20.3 Subrecipient must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster or emergency. Attachment E (Emergency and Disaster Plan Basic Requirements) details the minimum requirements of the plan.

10.20.3.1 The written plan must include the following sections:

10.20.3.2 Emergency and Disaster Plan Mission

10.20.3.3 Business Continuity Plan

10.20.3.4 Emergency Response Organization Chart

10.20.3.5 Roster of Critical Local Contacts

10.20.3.6 Communication Plan

10.20.3.7 The Emergency and Disaster Plan must be made available to employees, Volunteers and Lower Tier Subrecipients for reference before, during, and after the emergency or disaster. Subrecipient's key staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.

10.20.3.8 Annually, Subrecipient 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 Subaward.

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

10.20.4 Subrecipient must maintain an updated hard copy registry of Clients with contact information for emergency and disaster purposes. Subrecipient 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.

10.20.5 Subrecipient 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).

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

10.20.7 Subrecipient shall complete and submit Attachment F (Site Emergency Resource Survey) annually on the last business day in September to County's Emergency Coordinator.

10.20.8 Subrecipient shall complete and submit Attachment F (Site Emergency Resource Survey) to County's Emergency Coordinator anytime there is a change in information.

10.20.9 Subrecipient shall develop and have on file a written Business Continuity Plan ("BCP") that describes how Subrecipient will reduce the adverse impact of any emergency event, 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). Subrecipient shall make the BCP available to its employees, Volunteers and Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.

10.20.10 The BCP must include a system to track emergency expenditures and emphasize the following:

10.20.10.1 Back-up systems for data

10.20.10.2 Emergency service delivery options

10.20.10.3 Community resources

10.20.10.4 Transportation

10.20.11 Subrecipient shall:

10.20.11.1 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 Subrecipient's Emergency Coordinator.

10.20.11.2 Coordinate emergency plans with respective City Emergency Plans and local Office of Emergency Services.

10.20.11.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.

10.20.11.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.

10.20.11.5 Maintain a current list of support agencies and services (in addition to AAA subrecipients) in local and neighboring communities to provide Information and Assistance for Clients, their families and representatives, and facility staff.

10.20.11.6 Maintain a current list of Subrecipient staff and Volunteers' telephone numbers, e-mail addresses, and emergency contact information.

10.20.11.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.

10.20.11.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.

10.20.11.9 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.

10.20.11.10 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:

10.20.11.10.1 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.

10.20.11.10.2 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.

10.20.11.10.3 Relocating homebound, high risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

10.20.11.11 Additional Emergency and Disaster Preparedness Policies and Procedures for Home-Delivered Meal Program Services

10.20.11.12 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.

10.20.11.13 Subrecipient 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.

10.20.11.14 Subrecipient 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.

10.21.1 Additional Emergency and Disaster Preparedness Policies and Procedures for Congregate Meal Program Services

10.21.1.1 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.

10.21.1.2 Subrecipient 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.

10.21.1.3 Subrecipient 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.

10.21.1.4 Subrecipient's Congregate Meal site(s) must have evacuation procedures to facilitate the safe evacuation of Clients to secure locations.

10.21.1.5 Subrecipient 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.

10.21.2 Communication Procedures with the Area Agency on Aging

10.21.2.1 Subrecipient 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:

10.21.2.1.1 County's Emergency Coordinator will provide information to Subrecipient 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).

10.21.2.1.2 Subrecipient 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).

10.21.2.1.3 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.

10.22 Community Outreach

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

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

10.23 Customer Satisfaction Surveys

10.23.1 Subrecipient 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 Subrecipient to make quality improvements in

Services provided to all Clients. Subrecipient may be asked by County to comply with and develop other outcome measures.

10.23.2 Subrecipient shall disseminate the Customer Satisfaction Surveys to all Clients who receive Congregate and/or Home-Delivered Meals.

10.23.3 Subrecipient shall collect all Customer Satisfaction Survey responses, tally them during the closeout period, and submit forms to DASS Program subrecipient annually or as specified by County.

10.24 Multipurpose Senior Centers

10.24.1 If Subrecipient operates a Multipurpose Senior Center as defined under Title 42 United States Code Section 3002(36), Subrecipient 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.

10.24.2 If Subrecipient operates a Multipurpose Senior Center, Subrecipient shall comply with the provisions contained in the following acts:

10.24.2.1 Copeland "Anti-Kickback" Act (Title 18 United States Code Section 874) (Title 29 Code of Federal Regulations Part 3)

10.24.2.2 Davis-Bacon Act (Title 40 United States Code Sections 3141-3142) (Title 29 Code of Federal Regulations Part 5)

10.24.2.3 Contract Work Hours and Safety Standard Act (Title 40 United States Code Sections 327-332) (Title 29 Code of Federal Regulations Part 5)

10.24.2.4 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).

10.24.3 Subrecipient acknowledges that when an existing facility has been altered using Subaward 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:

10.24.3.1 Not less than three (3) years from the date when this Subaward terminates or expires where the Subaward Sums, including the non-federal share, do not exceed thirty thousand dollars ($30,000).

10.24.3.2 If the Subaward Sums exceed thirty thousand ($30,000), the fixed period of time shall not be less than three (3) years from the date when the Subaward 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).

10.24.3.3 If the Subaward 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 Subaward expires or terminates.

10.25 Collaborations

10.25.1 Subrecipient must form collaborations with County and City of Los Angeles subrecipients providing Services funded through the OAA, including other Program subrecipients and other community organizations in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Subrecipient is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, Subrecipient must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

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

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

11 GREEN INITIATIVES

11.1 Subrecipient shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 Subrecipient 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 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution and hazards to worker and community safety to the greatest extent practicable.

11.4 Subrecipient shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.

11.5 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.

11.6 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e., for janitorial use) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

11.7 Subrecipient shall notify County's Program Manager of Subrecipient's new green initiatives prior to the commencement of this Subaward.

12 PERFORMANCE REQUIREMENTS SUMMARY

12.1 All listings of requirements reflected in Attachment G (Performance Requirements Summary Chart) are intended to be completely consistent with this Subaward and this Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in this Subaward and this Statement of Work. In any case of apparent inconsistency between Services as stated in this Subaward, this Statement of Work, and the Performance Requirements Summary Chart, the meaning apparent in this Subaward and this Statement of Work will prevail. If after requested to review by Subrecipient, County determines any Services seems to be created in the Performance Requirements Summary Chart which is not clearly and forthrightly set forth in this Subaward and this Statement of Work then that apparent Service will be null and void and place no requirement on Subrecipient.

ATTACHMENT A
(HOME-DELIVERED MEAL PROGRAM TELEPHONE REASSURANCE LOG)

SUBRECIPIENT: _____ **STAFF/VOLUNTEER:** _____ **MONTH:** _____

DATE OF CALL	DATE OF LAST CONTACT	NAME OF CLIENT	TELEPHONE NUMBER	HOME-DELIVERED MEAL ROUTE #	MEAL STATUS	OUTCOME	COMMENTS
					Hot (H) Frozen (F) Waiting List (WL)	Contact (C) No Contact (NC) Left Message (LM)	

ATTACHMENT B

County of Los Angeles Area Agency on Aging

UNIVERSAL INTAKE FORM

Subrecipient:	**Date**

Funding Identifier:

Title III B ☐ Title C1 ☐ Title C2 ☐ Title III E ☐ Title III E(G) ☐ Linkages ☐

IDENTIFICATION

1a	Applicant Last Name	First Name	Middle Initial	GetCare 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				

DEMOGRAPHICS

1b

Rural Designation
☐ Rural ☐ Urban ☐ Declined to State

Unincorporated City
☐ Yes ☐ No ☐ Declined to State

Gender ☐ Male ☐ Female ☐ Declined to State

Do you Identify as LGBT?
☐ Yes ☐ No ☐ Declined to State

Veteran ☐ Yes ☐ No ☐ Declined to State

Spouse of Veteran ☐ Yes ☐ No ☐ Declined to State

Race
☐ White ☐ American Indian or Alaska Native ☐ Chinese ☐ Japanese ☐ Filipino ☐ Korean ☐ Vietnamese
☐ Asian Indian ☐ Laotian ☐ Cambodian ☐ Other Asian ☐ Black or African American ☐ Guamanian
☐ Hawaiian ☐ Samoan ☐ Other Pacific Islander ☐ Other Race ☐ Multiple Race ☐ Declined to State

Client Ethnicity ☐ Not Hispanic/Latino ☐ Hispanic/Latino ☐ Declined to State

Relationship Status ☐ Single (Never Married) ☐ Married ☐ Domestic Partner ☐ Separated ☐ Divorced
☐ Widowed ☐ Declined to State

Type of Residence
☐ House ☐ Apartment ☐ Hotel ☐ Mobile Home
☐ Nursing Home ☐ Residential Care Home
☐ Room and Board ☐ Homeless ☐ Other
☐ Declined to State

Does the individual
☐ Rent ☐ Own ☐ Other
☐ Declined to State

Employment Status
☐ Full-time ☐ Part-time ☐ Retired ☐ Unemployed ☐ Declined to State

Living Arrangement
☐ Lives alone without help ☐ Lives with others without help
☐ Lives alone with help 4 hrs/day or less
☐ Lives with others with help ☐ Declined to State

Federal Poverty Guideline (FPG)
Is your income ☐ At or below 100% FPG
☐ Above 100% FPG ☐ Declined to State

Agency Name: _____ Client Name: _____Date: _____

1b Cont.

Primary Language

☐ American Sign Language ☐ Arabic ☐ Armenian ☐ Cambodian ☐ Cantonese ☐ Chinese ☐ English

☐ Farsi ☐ French ☐ Korean ☐ Laotian ☐ Mandarin ☐ Japanese ☐ Russian ☐ Spanish ☐ Tagalog

☐ Thai ☐ Vietnamese ☐ Other ☐ Declined to State

Translation needed ☐ Yes ☐ No ☐ Declined to State

EMERGENCY CONTACTS

2	Contact Last Name		First Name		Middle Initial
Address *(Number/Street)*			City	State	Zip Code
Home Phone	Work Phone		Cell Phone	Relationship	
Contact Name (*Last, First, Middle Initial*) – *Optional*					
Address *(Number/Street)*			City	State	Zip Code
Home Phone	Work Phone		Cell Phone	Relationship	
Primary Physician				Office Phone	
Physician's Address			City	State	Zip Code

BENEFITS

3	Are you currently receiving Social Security Benefits? ☐ Yes ☐ No ☐ Declined to State	Do you currently receive Supplemental Security Income (SSI) Benefits? ☐ Yes ☐ No ☐ Declined to State

Do you participate in CalFresh (Food Stamps, SNAP, EBT)?

☐ Yes ☐ No ☐ Declined to State

Do you have Health Insurance? ☐ Yes ☐No ☐ Declined to State	Health Insurer's Name	Policy Number: *(Optional)*
Do you receive Medi-Cal? ☐ Yes ☐ No ☐ Declined to State	Medi-Cal # *(Optional)* Issue date:	Do you receive Medicare? ☐ Yes ☐ No ☐ Declined to State

Do you receive In-Home Supportive Services *(IHSS)?* ☐ Yes ☐ No ☐ Declined to State

Do you receive any additional benefits? (i.e. Veterans Benefits, CAPI, etc.)

REFERRAL INFORMATION

4	Referral Source		
Last Name	First Name	Phone	
Address	City	State	Zip Code

Presenting Problems/Services Requested/Comments/Follow-up:

Agency Name: _____ Client Name: _____Date: _____

NUTRITIONAL RISK FACTORS

5 NUTRITIONAL RISK

(Add the numbers from each checked box to determine Nutrition Risk Score)

I have an illness or condition that made me change the kind and/or amount of food I eat.	2 □ Yes	□ No	□ Declined to State
I eat fewer than 2 meals per day.	3 □ Yes	□ No	□ Declined to State
I eat few fruits or vegetables or milk products.	2 □ Yes	□ No	□ Declined to State
I have 3 or more drinks of beer, liquor or wine almost every day.	2 □ Yes	□ No	□ Declined to State
I have tooth or mouth problems that make it hard for me to eat.	2 □ Yes	□ No	□ Declined to State
I don't always have enough money to buy the food I need.	4 □ Yes	□ No	□ Declined to State
I eat alone most of the time.	1 □ Yes	□ No	□ Declined to State
I take 3 or more different prescribed or over-the-counter drugs a day.	1 □ Yes	□ No	□ Declined to State
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2 □ Yes	□ No	□ Declined to State
I am not always physically able to shop, cook and/or feed myself.	2 □ Yes	□ No	□ Declined to State
Total Nutritional Risk Score		(If total is 6 or more, participant is at **High** Nutritional Risk)	

ADL/IADL RISK FACTORS & DISABILITY FACTORS

6 ACTIVITIES OF DAILY LIVING (ADL)/INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS & DISABILITY FACTORS *(Excluding Title III E Caregiver Program)*

Activities of Daily Living *(ADL)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Eating	□	□	□	□	□	□
Bathing	□	□	□	□	□	□
Toileting	□	□	□	□	□	□
Transferring	□	□	□	□	□	□
Walking	□	□	□	□	□	□
Dressing	□	□	□	□	□	□

Instrumental Activities of Daily Living *(IADL)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Meal Preparation	□	□	□	□	□	□
Shopping	□	□	□	□	□	□
Med. Mgmt.	□	□	□	□	□	□
Money Mgmt.	□	□	□	□	□	□
Using Phone	□	□	□	□	□	□
Hvy. Housework	□	□	□	□	□	□
Lt. Housework	□	□	□	□	□	□
Transportation	□	□	□	□	□	□

Disability Factors

☐ Visually Impaired ☐ Hearing Impaired ☐ Speech Impaired

☐ Physically Impaired ☐ Walking Aid ☐ Wheelchair

☐ Bedbound ☐ Memory Impaired ☐ Depression

☐ Cognitively Impaired ☐ None ☐ Declined to State

Recent Hospital Discharge ☐Yes ☐ No

☐ Declined to State

Date of Discharge

Date To Stop Service

Hospital

Diabetic

☐ Yes ☐ No

☐ Declined to State

Have you been diagnosed with Alzheimer's or a related neurological disorder?

☐ Yes ☐ No ☐ Declined to State

Agency Name: _____ Client Name: _____Date: _____

TITLE III E CARE RECEIVER DEMOGRAPHICS

7 TITLE III E CARE RECEIVER DEMOGRAPHICS

Please make additional copies of Section 7 & 8 if more than one Care Receiver

Caregiver Relationship: ☐ Spouse ☐ Domestic Partner ☐ Sibling ☐ Son/Son-in-Law ☐ Daughter/Daughter-in-Law ☐ Grandparent ☐Other Relative ☐ Non-Relative ☐Other ☐ Declined to State

Care Receiver Last Name	First Name	Middle Initial	Care Receiver GetCare ID #

Address (Number & Street)	City	State	Zip Code

Rural Designation	Unincorporated City
☐ Rural ☐ Urban ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State

Home Phone	Work Phone	Cell Phone	Emergency Contact Phone

Date of Birth (D.O.B.)	Age	Gender ☐ Male ☐ Female ☐ Declined to State

Social Security # (Optional)	Email Address

Veteran	Spouse of Veteran
☐ Yes ☐ No ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State

Race

☐ White ☐ American Indian or Alaska Native ☐ Chinese ☐ Japanese ☐ Filipino ☐ Korean ☐ Vietnamese

☐ Asian Indian ☐ Laotian ☐ Cambodian ☐ Other Asian ☐ Black or African American ☐ Guamanian

☐ Hawaiian ☐ Samoan ☐ Other Pacific Islander ☐ Other Race ☐ Multiple Race ☐ Declined to State

Ethnicity

☐ Not Hispanic/Latino ☐ Hispanic/Latino ☐ Declined to State

Relationship Status

☐ Single *(Never Married)* ☐ Married ☐ Domestic Partner ☐ Separated ☐ Divorced ☐ Widowed

☐ Declined to State

Type of Residence	Does the individual	Living Arrangement
☐ House ☐ Apartment ☐ Hotel ☐ Mobile Home ☐ Nursing Home ☐ Residential Care Home ☐ Room and Board ☐ Homeless ☐ Other☐ Declined to State	☐ Rent ☐ Own ☐ Other ☐ Declined to State	☐ Alone ☐ Not Alone ☐ Declined to State

Receive In-Home Supportive Services *(IHSS)?*	Federal Poverty Guideline (FPG) Is your Care Receiver income
☐ Yes ☐ No ☐ Declined to State	☐ At or below 100% FPG ☐ Above 100% FPG ☐ Declined to State

Have Health Insurance?	Receive Medicare?	Receive Social Security?	Receive Medi-Cal?
☐ Yes ☐ No ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State	☐ Yes ☐ No ☐ Declined to State

Agency Name: _____Client Name: _____Date: _____

TITLE III E CARE RECEIVER ADL/IADL RISK FACTORS & DISABILITY FACTORS

8 TITLE III E CARE RECEIVER ACTIVITIES OF DAILY LIVING (ADL)/ INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS & DISABILITY FACTORS

Activities of Daily Living *(ADL) (Grandchildren exempt)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Eating	☐	☐	☐	☐	☐	☐
Bathing	☐	☐	☐	☐	☐	☐
Toileting	☐	☐	☐	☐	☐	☐
Transferring	☐	☐	☐	☐	☐	☐
Walking	☐	☐	☐	☐	☐	☐
Dressing	☐	☐	☐	☐	☐	☐

Instrumental Activities of Daily Living *(IADL) (Grandchildren exempt)*

	Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
Meal Preparation	☐	☐	☐	☐	☐	☐
Shopping	☐	☐	☐	☐	☐	☐
Med. Mgmt.	☐	☐	☐	☐	☐	☐
Money Mgmt.	☐	☐	☐	☐	☐	☐
Using Phone	☐	☐	☐	☐	☐	☐
Hvy. Housework	☐	☐	☐	☐	☐	☐
Lt. Housework	☐	☐	☐	☐	☐	☐
Transportation	☐	☐	☐	☐	☐	☐

Disability Factors

☐ Visually Impaired ☐ Hearing Impaired ☐ Speech Impaired ☐ Physically Impaired ☐ Walking Aid

☐ Wheelchair ☐ Bedbound ☐ Memory Impaired ☐ Depression ☐ Cognitively Impaired ☐ None

☐ Declined to State

Diabetic

☐Yes ☐ No

☐ Declined to State

Has Care Receiver been diagnosed with Alzheimer's or a related neurological disorder?

☐ Yes ☐ No ☐ Declined to State

Agency Name: _____ Client Name: _____Date: _____

CERTIFICATION	9	***CERTIFICATION*** *(To be completed by Interviewer and signed by Client)* *I certify that the information on this form, provided to me by the Client, is accurate and true to the best of my abilities. I also certify that I have informed the Client that this information may be shared with other providers for the purpose of providing services. Client signature establishes agreement to services.*	
	Completed by (Print Name)		*Phone*
	Signature		*Date*
	Client Name (Print)		
	Client Signature		*Date*

DISENROLLMENT	10	**REASON FOR DISENROLLMENT**	*Date of disenrollment:*

☐ Deceased ☐ Moved Out of Service Area ☐ No Longer Desires Services ☐ No Longer SNF Certifiable

☐ No Longer Medi-Cal Eligible ☐ Institutionalization ☐ High Cost of Services ☐ Won't Follow Care Plan

☐ On Hold ☐ Service No Longer Needed ☐ Past Active ☐ On Waiting List ☐ Other Reason

NOTES:

Thank you for completing the Universal Intake Form (UIF). As the aging population grows and funding remains limited, it is vital to capture this critical information to reinforce and substantiate the increased demand for older adult services. This information will assist the Los Angeles County Area Agency on Aging (AAA) in identifying unmet needs, effectively developing plans, and better coordinate services to meet your needs.

ATTACHMENT C
(HOME-DELIVERED MEAL PROGRAM
PRIORITY OF SERVICE SCREENING TOOL)

Directions: Please use this tool to determine priority of service for Home-Delivered Meal Clients. Existing Clients must be reassessed in-home every 6 months. HDM Waiting List Clients must be reassessed on a monthly basis by phone and in-home during the 3rd and 9th month of initial assessment.

Client: _____ Phone: _____

Other Contact: _____ Phone: _____

Contact's Relationship to Client: _____

Client Status: ☐ Active ☐ On Waiting List

				Points
1.	Frailty: Activities of Daily Living (ADL) Risk Factors			
	Mild (impairment in 2 ADLs) -1 pt.	Moderate (impairment in 3-4 ADLs) -2 pts.	Severe (impairment in 5 or more ADLs) -3 pts.	
2.	Nutritional Risk Factors (High — score 6 or more) - 3 pts.			
3.	Client uses walking aids -1 pt.			
	Client is in wheelchair - 2 pts.			
	Client is bedbound - 3 pts.			
4.	Client has recently been discharged from the hospital - 2 pts.			
	Hospital:			
	Date of Discharge:	Date to stop service:		
5.	Major health diagnoses/problems: (1 *point each. 3 points max.)*			
6.	Client lives with others with help 4 hours/day or less -1 pt.			
	Client lives alone with help 4 hours/day or less - 1 pt.			
	Client lives alone and is without help at least 3-4 days/week - 2 pts.			
	Client lives alone without help - 3 pts.			
7.	Other risk factors or comments. Risk factors can include:			
	Short-term memory loss -1 pt.			
	Cognitively Impaired - 2 pts.			
	Depression - 1 pt.			
8.	Client is on SSI - 1 pt.			
			TOTAL SCORE:	

In case of waiting lists, Clients with greatest need (priority rate 1) are served first.

PRIORITY RATE (Check one that applies)		TOTAL SCORE
• 1	High	10+
• 2	Average	6-10
• 3	Low	Less than 6

Completed by: _____ Date: _____

Method of Assessment (Check One): ☐ In-Home Assessment ☐ Telephone _____

ATTACHMENT D
(HOME-DELIVERED MEAL PROGRAM
PRIORITY OF SERVICE SCREENING TOOL INSTRUCTIONS)

PURPOSE

All Home-Delivered Meal ("HDM") Clients and/or Clients on HDM Waiting List must be assessed by using the HDM 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: "1," "2," or "3."

SECTION 1: FRAILTY: ADL RISK FACTOR
Refer to the annual Client intake, Universal Intake Form (UIF) item number 6, Activities of Daily Living (ADL).

SECTION 2: NUTRITIONAL RISK FACTOR
Refer to the annual Client intake, UIF item number 5 Nutritional Risk.

SECTION 3: CLIENT USES WALKING AIDS, IS IN WHEELCHAIR OR IS BEDBOUND
Refers to physical impairments.

SECTION 4: CLIENT'S RECENT HOSPITAL STAY AND DISCHARGE
Refer to the Food Service Standard Operation Procedures (SOP) Physician Certificate of Need Form (HDM-17).

SECTION 5: MAJOR HEALTH DIAGNOSES/PROBLEM
Refer to the SOP: Physician Certificate of Need Form (HDM-17), HDM Client In-Home Assessment (HDM-18) and Check-Up Telephone Calls to HDM Clients (HDM-24).

SECTION 6: CLIENT'S LIVING STATUS
Refer to the UIF item number 1 Client Demographic and SOP HDM Client In-Home Assessment, under Client, item number 5.

SECTION 7: OTHER RISK FACTORS OR COMMENTS
Refer to the SOP: Physician Certificate of Need Form (HDM-17), the HDM Client In-Home Assessment (HDM-18) and the Check-Up Telephone Calls to HDM Clients (HDM-24).

SECTION 8: CLIENT IS ON SSI
Client's low-income status.

PRIORITY RATE

Total score: add points from each section. Check one box for the priority rate that applies to the total score. Total score is then assigned to values: "1" = High, "2" = Average and "3" = Low. The priority of service will be given to Clients with the highest score.

SIGNATURE AND DATE

The staff that completed the form must sign, date and check the method of the assessment in the box that applies.

ATTACHMENT E
(EMERGENCY AND DISASTER PLAN BASIC REQUIREMENTS)

A. Emergency and Disaster Plan Mission and Introductory Statement

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

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

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

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

B. Business Continuity Plan

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

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

C. Emergency Response Organization Chart

The chart should include the name, title, and contact information of staff involved in disaster and emergency related activities. Outline the relationships and responsibilities for each person responsible for each function:

- Management – who will take charge, delegate responsibilities, and provide overall direction?
- Operations – who will perform the actions required to get people to safety, restore services, and meet needs or help with recovery?
- Planning – who will gather information and communicate assessments about the emergency and related needs?
- Logistics – who will obtain resources that operations may require?
- Finance – who will track expenditures, hours worked, and document events as they occur?

D. Roster of Critical Local Contacts in an Emergency

Include a roster of all contact/agency resources for your Planning and Service Area. The roster should include at least the following:

- Local OES contact information for each county/city within the PSA.
- First responders and law enforcement agencies (Fire, Police, Sheriff).
- Hospitals in the service area.
- American Red Cross and other private relief organizations.
- Community disaster preparedness groups, such as Volunteer Organizations Active in Disasters (VOAD).
- Telephone or communication tree, individuals on the Agency's Disaster Preparedness Organizational Chart, and order of contact priority.
- Media – local news/emergency broadcast radio and television stations.
- Any additional contacts as appropriate for your community (Ministerial Alliance/Council of Churches).
- Citizen-band clubs or HAM radio operators.

Roster of Critical Local Contacts in an Emergency (Sample)

Agency Name:_____ County/City:_____ Roster Date:_____

Agency	Contact Name/Title	Contact Telephone Numbers	Contact Email Address
Example: Local Office of Emergency Services	Joe Cool, Director of Special Needs Populations	Work: Cell: Fax: Home:	jcool@county.gov

E. Communication Plan

The communication plan should include at least the following: first responders, agency staff, service providers, community partners, media, volunteers, clients, local Office of Emergency Services, and the AAA Emergency Coordinator.

Communication Plan (Sample)
(Earthquake scenario used as an example – other scenarios can be substituted)

Who	How	What	When	Where	Why
Who needs to know	*How will the message be communicated*	*What message do you want to convey to them*	*When do they need to know or what is the date/time for the information*	*Where are the areas affected, providers affected, geographic area, locations of services*	*Why do they need this information*
Service Providers	Telephone, email, cellular phone	Location of elderly and disabled shelter locations	Dates shelters are expected to be in operation	Address and contact information for shelters	Regular shelters are not available for special needs victims

ATTACHMENT F
(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's Email Address: _____

1. Given the need to shelter people (especially Older Individuals and individuals with disabilities) in the community following a major disaster, could your facility provide temporary shelter space for one or two days?

   ____Yes ___No ___Maybe (w/ training & support)

   If different from the address listed above, please attach the address of each facility to this survey.

2. If you answered "Yes," to question number 1, how many people can you accommodate? (Please check your best estimate)

   ___ 1 to 25 ___26 to 50 ___ 51 to 75

   ___76 to100 ___101 or more (please specify:_____)

3. In an emergency or disaster, what resources (or supplemental services) could your organization provide? Check all that apply.

_____ Counseling Services
_____ Temporary Housing
_____ Home/Neighborhood Cleanup
_____ Site for Food/Water
_____ Storage Distribution
_____ Emergency Power/Generator
_____ Emergency First Aid
_____ Volunteers
_____ Kitchen/Cooking Facilities
_____ Other (please indicate below):

4. 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? Check all that apply.

___ 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 ____ Emergency Meals

2. Given your resources, could your organization expand meal services following an emergency or disaster to meet the needs in the community?

   ____ Yes ___ No

   If yes, provide the following information for each site that will be able to have expanded meal services:

   Site Name: _____

   Site Address:_____

   Site Number:_____

   Site Emergency Coordinator Name: _____

   Site Emergency Coordinator After Hours or Cell Phone Number: _____

   Site Emergency Coordinator E-mail:_____

After completing this survey, please mail or fax it to:

AAA Name Address
Email address
Telephone number
Fax number

**It is the responsibility of the AAA Provider or Title V Host Agency to contact the AAA Emergency Coordinator if there are any changes to the survey. An updated and completed survey must be provided.*

ATTACHMENT G
(PERFORMANCE REQUIREMENTS SUMMARY CHART)

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

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

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

Performance Requirement

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

Reference

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

Standard(s)

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

Acceptable Quality Level

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

Remedy for Non-Compliance

For non-compliance with the AQL, County, at its sole discretion, has the option to apply the remedy(ies) listed and Subrecipient shall adhere to the remedy(ies).

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
ServSafe/Food Protection Manager Certificates shall be current.	California Retail Food Code	Employees that prepare and/or serve food must possess a current Food Handler's Certificate issued by the State of California and/or ServSafe Certificate.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
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%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
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%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
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%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Conduct required Client Assessments.	Exhibit A (Statement of Work), Subsection 10.3.1 (Client Assessment for Congregate Meal Services)	Assess the needs for all Congregate Meal Clients within two (2) weeks before or after Services first begin.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
	Exhibit A (Statement of Work), Subsection 10.4.1 (Client Assessment for Home-Delivered Meal Services)	Assess the needs for all Home-Delivered Meal Clients within two (2) weeks before or after Services first begin.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Conduct required Client Reassessments.	Exhibit A (Statement of Work), Subsection 10.3.1.2 (Congregate Meal Reassessment Requirements)	Reasses every Congregate Meal Client annually.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
	Exhibit A (Statement of Work), Subsection 10.4.1.2 (Home-Delivered Meal Reassessment Requirements)	Reassess every Home-Delivered Meal Client four (4) times per year on a quarterly basis (i.e., every three (3) months).	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
	Exhibit A (Statement of Work), Subsection 10.4.1.3 (Home-Delivered Meal Waiting List Reassessment Requirements)	Conduct an in-home assessment 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%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Provide Home-Delivered Meal Services to the most vulnerable Clients.	Exhibit A (Statement of Work), Subsection 10.4.1 (Client Assessment for Home-Delivered Meal Services)	By the end of the initial Fiscal Year, 65% of Home-Delivered Meal Clients will have a Nutrition Risk Score of six (6) or above.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Provide telephone reassurance to Home-Delivered Meal Clients.	Exhibit A (Statement of Work), Subsection 10.6 (Telephone Reassurance Services Requirements)	Call every Client receiving Home-Delivered Frozen Meals once per week.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
		Call every Home-Delivered Meal Client on Home-Delivered Meal Waiting List once per month.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Meals shall meet a minimum one-third (1/3) of Dietary Reference Intakes.	Exhibit A (Statement of Work), Subsection 10.2 (General ENP Meal Requirements)	Each meal provided by Subrecipient 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%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Adhere to the mandatory hours of operation.	Exhibit A (Statement of Work), Section 7.0 (Hours/Days of Work)	Subrecipient's staff shall be available to all Clients, potential Clients, referral sources, as well as County on a minimum five (5) day-a-week (Monday through Friday) basis, eight (8) hours per day for the hours of 8:00 a.m. to 5:00 p.m., (not including County recognized holidays).	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Attend County meetings.	Exhibit A (Statement of Work), Subsection 4.2 (Meetings)	Subrecipient shall attend all meetings called by County or its authorized designee.	100%	Assess $50 fee per occurrence
Provide training to Subrecipient's staff.	Exhibit A (Statement of Work), Subsection 6.6 (Training)	Ensure that Subrecipient's staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing ENP Services.	100%	Assess $50 fee per occurrence
		Implement a yearly internal staff training plan developed by the DASS Program subrecipient and approved by County.	100%	Assess $50 fee per occurrence
Provide Program Services and expend Subaward Sums.	Subaward, Paragraph 3.0 (Work)	Provide 100% of Program Services and expend 100% of the Maximum Annual Subaward Sum for Title III C-1 Program Services.	95%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
		Provide 100% of Program Services and expend 100% of the Maximum Annual Subaward Sum for Title III C-2 Program Services.	95%	

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Notify County in writing of any change in name or address of Subrecipient's Project Manager.	Subaward, Paragraph 7.0 (Administration of Subaward - Subrecipient)	Immediately notify County in writing of any change in name or address of Subrecipient's Project Manager or provide such notification within five (5) business days after the change is effective.	100%	Assess $50 fee per occurrence
Maintain accurate records related to the Subaward and Program Services.	Subaward, Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement)	Subrecipient to maintain all required financial records; employment records; supporting Program documents; proprietary data; information related to its performance of the Subaward; the Subaward; Subaward amendments, addendums and/or modifications; and, all applicable laws, regulations, directives, change notices and guidance.	100%	Assess $50 fee per occurrence
Obtain prior approval before entering into Lower Tier Subaward(s).	Subaward, Subparagraph 8.40 (Lower Tier Subaward)	Obtain County's advance written approval prior to entering into a Lower Tier Subaward for any Work by providing a draft copy of the proposed Lower Tier Subaward to County's Contract Manager and allowing County a minimum of two (2) months to complete its review process.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Maintain current insurance certifications, inspection reports, permits and licenses.	Subaward, Subparagraphs 8.25 (Insurance Coverage) and 9.22.3 (Subaward Compliance Documents) Exhibit A (Statement of Work), Subsections 10.14 (Health and Fire Inspections) and 10.15 (Licenses and Certifications for ENP Services)	Maintain proof of all current and required insurance certifications, inspection reports, permits and licenses as specified in the Subaward, Subparagraphs 8.25 (Insurance Coverage) and 9.22.3 (Subaward Compliance Documents) and in Exhibit A (Statement of Work), Subsections 10.14 (Health and Fire Inspections) and 10.15 (Licenses and Certifications for ENP Services).	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Prepare and submit corrective action plan(s).	2 CFR 200.511 CSS Directive CCD-15-1 (Resolution Procedures) CSS Directive CCD-15-2 (Contractor Alert Reporting Database Procedures)	Submit a corrective action plan(s) at the direction of County and/or County's duly authorized representatives (including, but not limited to, Federal, State and other County agents) within the prescribed timeline.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level	Remedy(ies) for Non-Compliance
Prepare and submit audit engagement letter.	2 CFR 200.501 CSS Directive CCD-15-2 (Contractor Alert Reporting Database Procedures) CSS Directive CCD-15-8 (Audit Requirements)	Submit the audit engagement letter for the single audit by the deadline directed by County.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database
Prepare and submit cost allocation plan.	2 CFR 200.4 CSS Directive CCD-15-2 (Contractor Alert Reporting Database Procedures) CSS Directive CCD-15-3 (Cost Allocation and Inidrect Cost Requirements for CSS Subawards)	Submit a cost allocation plan which adheres to the requirements outlined in CSS directive CCD-15-3 (Cost Allocation and Indirect Cost Requirements for CSS Subawards) within the prescribed timeline.	100%	1) Corrective Action Plan 2) Probation 3) Suspend payment(s) 4) Suspend Subaward 5) Liquidated damages 6) Reduce and reallocate funds 7) Terminate Subaward 8) Placement in County's Contractor Alert Reporting Database

ATTACHMENT H
(SITE SUMMARY FOR TITLE III C-1 PROGRAM SERVICES)

Program Services: **TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)**

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

[Mr/Ms]	[Enter Name of Project Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. SITE SUMMARY

(A) CONGREGATE MEAL SITE		(B) SITE MANAGER		(C) CLIENT ZIP CODE(S) SERVED BY SITE	(D) DAYS/HOURS OF OPERATION			
					(1) BUSINESS OPERATIONS	(2) MEAL SERVICES		
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(1) NAME	(2) PHONE NUMBER			BREAKFAST	LUNCH	DINNER

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. SITE SUMMARY

(A) CONGREGATE MEAL SITE		(B) SITE MANAGER		(C) CLIENT ZIP CODE(S) SERVED BY SITE	(D) DAYS/HOURS OF OPERATION			
					(1) BUSINESS OPERATIONS	(2) MEAL SERVICES		
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(1) NAME	(2) PHONE NUMBER			BREAKFAST	LUNCH	DINNER

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. SITE SUMMARY

(A) CONGREGATE MEAL SITE		(B) SITE MANAGER		(C) CLIENT ZIP CODE(S) SERVED BY SITE	(D) DAYS/HOURS OF OPERATION			
					(1) BUSINESS OPERATIONS	(2) MEAL SERVICES		
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(1) NAME	(2) PHONE NUMBER			BREAKFAST	LUNCH	DINNER

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. SITE SUMMARY

(A) CONGREGATE MEAL SITE		(B) SITE MANAGER		(C) CLIENT ZIP CODE(S) SERVED BY SITE	(D) DAYS/HOURS OF OPERATION			
					(1) BUSINESS OPERATIONS	(2) MEAL SERVICES		
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(1) NAME	(2) PHONE NUMBER			BREAKFAST	LUNCH	DINNER

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. SITE SUMMARY

(A) CONGREGATE MEAL SITE		(B) SITE MANAGER		(C) CLIENT ZIP CODE(S) SERVED BY SITE	(D) DAYS/HOURS OF OPERATION			
					(1) BUSINESS OPERATIONS	(2) MEAL SERVICES		
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(1) NAME	(2) PHONE NUMBER			BREAKFAST	LUNCH	DINNER

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. SITE SUMMARY

(A) CONGREGATE MEAL SITE		(B) SITE MANAGER		(C) CLIENT ZIP CODE(S) SERVED BY SITE	(D) DAYS/HOURS OF OPERATION			
					(1) BUSINESS OPERATIONS	(2) MEAL SERVICES		
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(1) NAME	(2) PHONE NUMBER			BREAKFAST	LUNCH	DINNER

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. SITE SUMMARY

(A) CONGREGATE MEAL SITE		(B) SITE MANAGER		(C) CLIENT ZIP CODE(S) SERVED BY SITE	(D) DAYS/HOURS OF OPERATION			
					(1) BUSINESS OPERATIONS	(2) MEAL SERVICES		
(1) NAME	(2) ADDRESS AND PUBLIC PHONE NUMBER	(1) NAME	(2) PHONE NUMBER			BREAKFAST	LUNCH	DINNER

ATTACHMENT I
(ROUTE SUMMARY FOR TITLE III C-2 PROGRAM SERVICES)

Program Services: **TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)**

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

[Mr/Ms]	[Enter Name of Project Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's 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	(2) END

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's 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	(2) END

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's 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	(2) END

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's 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	(2) END

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's 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	(2) END

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's 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	(2) END

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's 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	(2) END

ATTACHMENT J
(GUIDELINES FOR DEVELOPING SITE SUMMARY FOR TITLE III C-1 PROGRAM SERVICES)

GENERAL INFORMATION

1. Please use the following guidelines to complete the electronic version of Attachment H (Site Summary for Title III C-1 Program Services) 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. Subrecipient 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 Subrecipient 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 9.19 (Remedies for Non-Compliance) of the Subaward.
5. The workbook has been configured to automatically populate certain cells such as Program Services, Fiscal Year, Subaward 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 H (Site Summary for Title III C-1 Program Services) 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. Subrecipient shall maintain documentation to support the information provided in this workbook. Upon request by County, Subrecipient 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 Subrecipient 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, Subaward 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: 2016-2017.
5. **Subaward Number**
    a. Enter the Subaward number as provided by County in the funding allocation letter. If you need assistance in identifying the Subaward number, contact your agency's assigned Contract Analyst.
6. **Subrecipient's Legal Name**
    a. Enter the full legal name of Subrecipient's organization (please do not abbreviate). The name listed herein must match the name on Subrecipient'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 Subrecipient ("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 Subrecipient'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 Subrecipient 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) Client Zip Code(s) Served by Site
    d. Column (D) 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 (C) 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 site's phone number that can be used by the general public to contact the site.
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) Client Zip Code(s) Served by Site**
    a. Provide the residence zip code for each unduplicated Client who receives Services at the site.
5. **Column (D) 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.).

b. **Column (1) Business Operations**

i. Enter the site's days and hours of operation during which the site is open for business.

c. **Column (2) Meal Services**

i. 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".

ii. 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".

iii. 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 K
(GUIDELINES FOR DEVELOPING ROUTE SUMMARY FOR TITLE III C-2 PROGRAM SERVICES)

GENERAL INFORMATION

1. Please use the following guidelines to complete the electronic version of Attachment I (Route Summary for Title III C-2 Program Services) 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. Subrecipient 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 Subrecipient 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 9.19 (Remedies for Non-Compliance) of the Subaward.
5. The workbook has been configured to automatically populate certain cells such as Program Services, Fiscal Year, Subaward 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 I (Route Summary for Title III C-2 Program Services) 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. Subrecipient shall maintain documentation to support the information provided in this workbook. Upon request by County, Subrecipient 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 Subrecipient 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, Subaward 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: 2016-2017.
5. **Subaward Number**
    a. Enter the Subaward number as provided by County in the funding allocation letter. If you need assistance in identifying the Subaward number, contact your agency's assigned Contract Analyst.
6. **Subrecipient's Legal Name**
    a. Enter the full legal name of Subrecipient's organization (please do not abbreviate). The name listed herein must match the name on Subrecipient'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 Subrecipient ("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 Subrecipient'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 Subrecipient 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 (C) 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. **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. **Column (2) Staff Driver's Name**
        i. Enter the first and last name of the Home-Delivered Meal Driver (as defined in Subsection 6.3.12 (Home-Delivered Meal Driver(s)) of Exhibit A (Statement of Work)) who is employed and paid by Subrecipient and is responsible for delivering the meals to Clients on this route.
    c. **Column (3) Volunteer Driver's Name**
        i. Enter the first and last name of the Home-Delivered Meal Volunteer Driver (as defined in Subsection 6.3.12 (Home-Delivered Meal Driver(s)) of Exhibit A (Statement of Work)) who is a Volunteer of

Subrecipient and is responsible for delivering the meals to Clients on this route.

6. **Column (E) Delivery Day(s)/Time(s)**
    a. **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: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F
            2. Enter the delivery start time: 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. **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: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F
            2. Enter the delivery ending time: 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 L
(COUNTY RECOGNIZED HOLIDAYS)

New Year's Day.....January 1

Martin Luther King Jr.'s Birthday .....The third Monday in January

Presidents' Day ..... The third Monday in February

Memorial Day ..... The last Monday in May

Independence Day .....July 4

Labor Day..... The first Monday in September

Columbus Day..... The second Monday in October

Veteran's Day.....November 11

Thanksgiving Day.....The fourth Thursday in November

Friday after Thanksgiving .....The fourth Friday in November

Christmas .....December 25

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

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

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

EXHIBIT B
(INTENTIONALLY OMITTED)

EXHIBIT C
(INTENTIONALLY OMITTED)

EXHIBIT D
(SUBRECIPIENT'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION)

GENERAL CERTIFICATION

In accordance with Los Angeles County Code Section 4.32.010, Subrecipient certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBRECIPIENT'S SPECIFIC CERTIFICATIONS

1. Subrecipient has a written policy statement prohibiting discrimination in all phases of employment. ☐ Yes ☐ No
2. Subrecipient periodically conducts a self-analysis or utilization analysis of its workforce. ☐ Yes ☐ No
3. Subrecipient has a system for determining if its employment practices are discriminatory against protected groups. ☐ Yes ☐ No
4. Where problem areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action, to include establishment of goals and/or timetables. ☐ Yes ☐ No

Subrecipient's Name	Subaward Number
Internal Revenue Service Employer Identification Number	
Name of Authorized Representative (Print)	Title of Authorized Representative
Authorized Representative's Signature	Date

EXHIBIT E
(COUNTY'S ADMINISTRATION)

FISCAL YEAR: 201 /

COUNTY'S DEPARTMENT HEAD

Name: Ms. Cynthia D. Banks
Title: Director
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 637-0798
E-Mail Address: cbanks@css.lacounty.gov

COUNTY'S CONTRACT MANAGER

Name: Ms. Carol Domingo
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 639-6339
E-Mail Address: cdomingo@css.lacounty.gov

COUNTY'S PROGRAM MANAGER

Name: Ms. Anna Avdalyan
Title: Program Manager
Address: 3333 Wilshire Boulevard, Room 400
Los Angeles, Ca 90010
Telephone: (213) 738-4749
E-Mail Address: aavdalyan@css.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name: Mr. aul Goldman
Title: Assistant Director
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) -
E-Mail Address: pgoldman@css.lacounty.gov

COUNTY'S EMERGENCY COORDINATOR

Name: Ms. Ellie Wolfe
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 738-2681
E-Mail Address: ewolfe@css.lacounty.gov

EXHIBIT G1
(SUBRECIPIENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)

GENERAL INFORMATION

Subrecipient has entered into this Subaward with County of Los Angeles to provide certain Services to County. County requires Subrecipient to sign this Subrecipient Acknowledgement and Confidentiality Agreement.

SUBRECIPIENT ACKNOWLEDGEMENT

Subrecipient understands and agrees that Subrecipient employees, consultants, outsourced vendors and independent contractors ("Subrecipient's Staff") that will provide Services in this Subaward are Subrecipient's sole responsibility. Subrecipient understands and agrees that Subrecipient's Staff must rely exclusively upon Subrecipient for payment of salary and any and all other benefits payable by virtue of Subrecipient's Staff's performance of Work under this Subaward.

Subrecipient understands and agrees that Subrecipient's Staff are not employees of County of Los Angeles for any purpose whatsoever and that Subrecipient's Staff do not have and will not acquire any rights or benefits of any kind from County of Los Angeles by virtue of Subrecipient's Staff's performance of Work under this Subaward. Subrecipient understands and agrees that Subrecipient's Staff will not acquire any rights or benefits from County of Los Angeles pursuant to any agreement between any person or entity and County of Los Angeles.

CONFIDENTIALITY AGREEMENT

Subrecipient and Subrecipient's Staff may be involved with Work pertaining to Services provided by County of Los Angeles and, if so, Subrecipient and Subrecipient's Staff may have access to confidential data and information pertaining to persons and/or entities receiving Services from County. In addition, Subrecipient and Subrecipient's Staff may also have access to proprietary information supplied by other vendors doing business with County of Los Angeles. County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Subrecipient and Subrecipient's Staff understand that if they are involved in County Work, County must ensure that Subrecipient and Subrecipient's Staff will protect the confidentiality of such data and information. Consequently, Subrecipient must sign this Confidentiality Agreement as a condition of the Work to be provided by Subrecipient's Staff for County.

Subrecipient and Subrecipient's Staff hereby agree that they will not divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient and Subrecipient's Staff agree to forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the

authorizing Client. However, Subrecipient shall not request or encourage Client to give a blanket authorization or sign a blanket release nor shall Subrecipient accept such blanket authorization from Client.

Subrecipient and Subrecipient's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving Services from County, design concepts, algorithms, programs, formats, documentation, Subrecipient proprietary information and all other original materials produced, created, or provided to Subrecipient and Subrecipient's Staff under this Subaward. Subrecipient and Subrecipient's Staff agree to protect these confidential materials against disclosure to other than Subrecipient or County employees who have a need to know the information. Subrecipient and Subrecipient's Staff agree that if proprietary information supplied by other County vendors is provided to Subrecipient's Staff during this employment, Subrecipient and Subrecipient's Staff shall keep such information confidential.

Subrecipient and Subrecipient's Staff agree to report any and all violations of this Confidentiality Agreement by Subrecipient and Subrecipient's Staff and/or by any other person of whom Subrecipient and Subrecipient's Staff become aware. Subrecipient shall report such violations to County's Program Manager.

Subrecipient and Subrecipient's Staff acknowledge that violation of this Confidentiality Agreement may subject Subrecipient and Subrecipient's Staff to civil and/or criminal action and that County of Los Angeles may seek all possible legal redress.

Subrecipient's Name	Subaward Number
Name of Authorized Representative (Print)	Title of Authorized Representative
Authorized Representative's Signature	Date

EXHIBIT H
(JURY SERVICE ORDINANCE)

Los Angeles County Code
Title 2 (ADMINISTRATION)
Chapter 2.203.010 through 2.203.090
Contractor Employee Jury Service

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

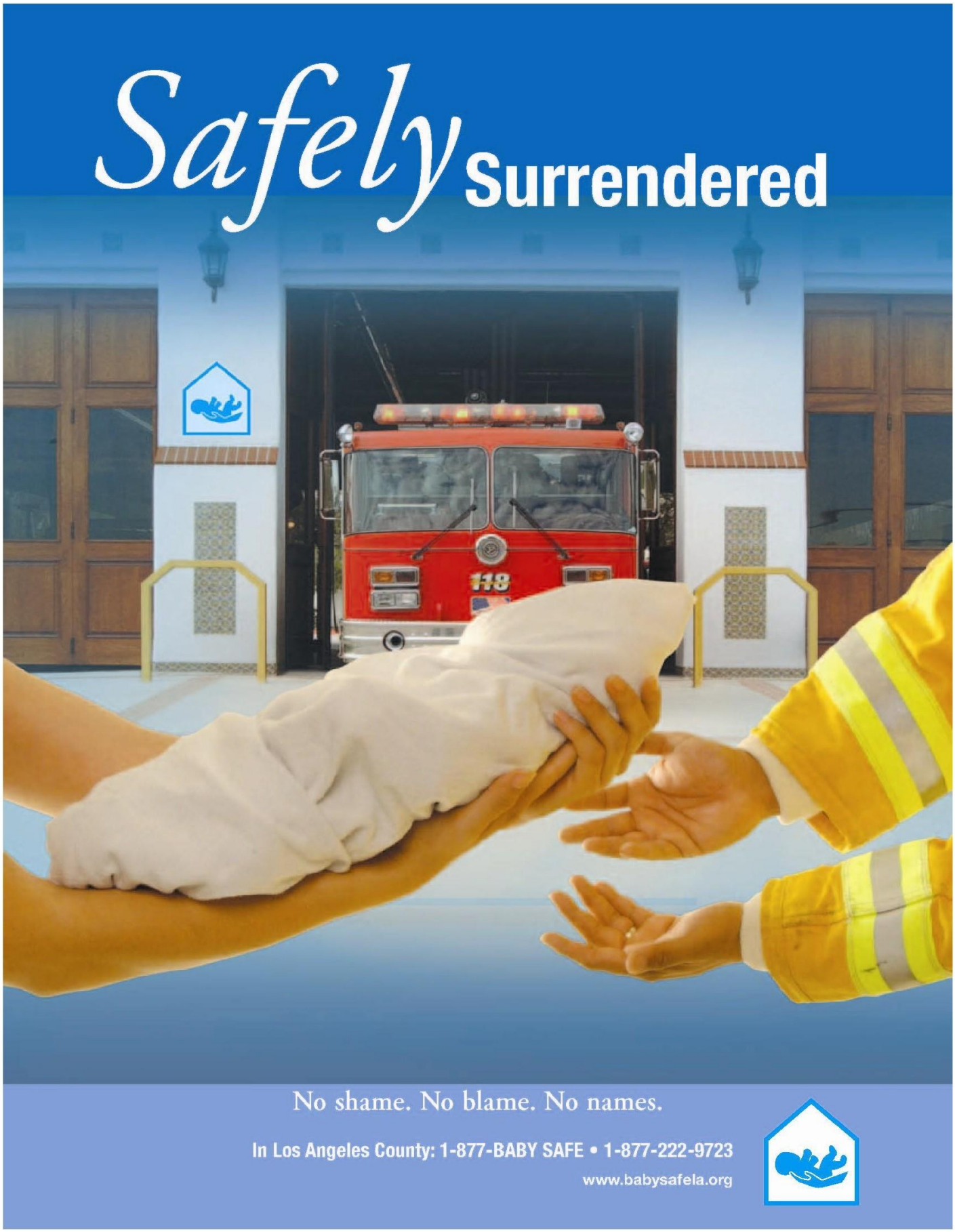
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002.

EXHIBIT I
(SAFELY SURRENDERED BABY LAW)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

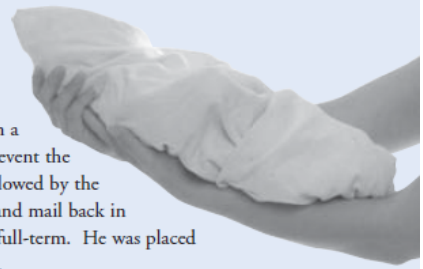
What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT I

(SAFELY SURRENDERED BABY LAW)

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT J
(INTENTIONALLY OMITTED)

EXHIBIT K
(INTENTIONALLY OMITTED)

EXHIBIT L
(INTENTIONALLY OMITTED)

EXHIBIT M1
(INTENTIONALLY OMITTED)

EXHIBIT M2
(INTENTIONALLY OMITTED)

EXHIBIT M3
(INTENTIONALLY OMITTED)

EXHIBIT N

(BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"))

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereafter "HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (CFR) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or Services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules, in order for Contractor to provide such functions, activities or Services. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement (hereafter "Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 CFR 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 CFR 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain Services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business

associate. And in reference to the party to this Business Associate Agreement, "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 CFR 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 CFR 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 CFR 164.501.

1.7 "Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 CFR 160.103.)

1.8 "Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 United States Code (USC) 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 CFR 160.103. For the convenience of the parties, electronic media means: (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including those of paper (via facsimile) and of voice (via telephone), are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 CFR 160.103, limited to Protected Health Information created or received by Business Associate

from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is: (i) transmitted by electronic media; or (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 CFR 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 CFR 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 CFR 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 CFR 162.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that: (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" has the same meaning as the term "required by law" at 45 CFR 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 CFR 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 CFR 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 CFR 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 CFR 164.103.).

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is

Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate 45 CFR 164 Subpart E if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with 45 CFR 164 Subpart C with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate

Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the timeframes specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person who is highly knowledgeable about the facts and circumstances of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event shall the report be completed and submitted to the Chief Privacy Officer later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information. Such written report shall be submitted to the Chief Privacy Officer by mail or e-mail as follows: **Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012; or HIPAA@auditor.lacounty.gov.** To the extent possible, the written report shall include:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 CFR 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person who is highly knowledgeable about the facts and circumstances of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 CFR 164.502 (e)(1)(ii) and 45 CFR 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on

behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information ("Subcontractor Business Associate Agreement").

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1 (Subcontractor Business Associate Agreement).

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Business Associate shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify Covered Entity by contacting County's Compliance Manager.

6.5 Without limiting the requirements of Section 6.1, the Subcontractor Business Associate Agreement shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information by contacting County's Compliance Manager.

6.6 Without limiting the requirements of Section 6.1, the Subcontractor Business Associate Agreement shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 CFR 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity's County Contract Manager in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, the information shall be provided in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 CFR 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity's County Contract Manager in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Within ten (10) business days after receipt of a written request from Covered Entity, Business Associate shall provide information collected in accordance with Section 9.1.1 to Covered Entity's County Contract Manager to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity's County Contract Manager in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 CFR 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under 45 CFR 164 Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity's County Contract Manager of any requests made by the Secretary and provide Covered Entity's County Contract Manager with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 CFR 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect himself or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with 45 CFR 164 Subpart D, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Section 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. 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 45 CFR 164 Subpart E if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without

payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall not retain any copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to

carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with 45 CFR 164 Subpart C with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered Entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The parties agree that the provisions under the HIPAA Rules that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.

20.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of

the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT O
(CHARITABLE CONTRIBUTIONS CERTIFICATION)

The Nonprofit Integrity Act (Senate Bill 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your organization:

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

OR

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

_____ _____
Contractor's Name Contract Number

_____
Internal Revenue Service Employer Identification Number

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

_____ _____
Name of Authorized Representative (Print) Title of Authorized Representative

_____ _____
Authorized Representative's Signature Date

EXHIBIT P
(DEFINITIONS)

Activities of Daily Living ("ADLs"): Activities that are usually performed for oneself in the course of a normal day including bathing, dressing, grooming, eating, walking, using the telephone, taking medications, and other personal care activities.

Administration on Aging ("AoA"): The principal agency of the United States Department of Health and Human Services 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 and works through the national aging network of State Units on Aging, Area Agencies on Aging, Tribal and Native organizations representing 300 American Indian and Alaska Native Tribal organizations, and two (2) organizations serving Native Hawaiians, plus thousands of service providers, adult care centers, caregivers and volunteers.

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 award, 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.

Assessment: A comprehensive and functionally oriented evaluation of the situation and needs of an individual who is potentially eligible to become a Client.

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 G (Performance Requirements Summary Chart)).

Board of Supervisors: The governing body of the County of Los Angeles which is comprised of five (5) Board members. Created by the State legislature in 1852, the Board has executive, legislative and quasi-judicial roles. Its members are elected by voters in their respective supervisorial districts and they're eligible to serve on the Board for up to three (3) four-year terms (i.e., Board members can serve for a maximum term of twelve (12) years).

Budget: The budget provides a detailed representation of Program costs/expenses and funding/revenues. Costs are identified by line items such as personnel, space, travel, etc. Funding is identified by sources such as the Subaward Sums, match contributions, non-match contributions, etc. Therefore the total budgeted costs represent the total cost

to operate the Program and the total funding represents the anticipated revenues that will be used to pay for those Program costs.

California Department of Aging ("CDA"): The principal agency within the State of California government which is responsible for administering programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. CDA administers funds allocated under the Federal Older Americans Act, the Older Californians Act and through the Medi-Cal program.

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.

Client: An individual who meets the eligibility requirements outlined in the Statement of Work, Subsection 1.4 (Client Eligibility), receives Program Services and is counted only once (unduplicated) when determining the total number of unduplicated Clients.

Closeout Report: A written summary of Subrecipient's expenses and accruals incurred through the last day of the Fiscal Year. Subrecipient shall complete and submit this Report in the form and manner as designated by County.

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.

Congregate Meal Site: A location such as a senior center, recreation center, multi-purpose center, etc. where Congregate Meals are served to Clients by Subrecipient. Such sites are approved for use by County prior to being used for Program Services.

Contact: An interaction, either one-on-one or in a group setting, to transact a specific task.

Contract ("Subaward"): The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

Contractor ("Subrecipient"): The sole proprietor, partnership, corporation, non-profit organization or public/government entity that has entered into this Subaward with County to perform and execute the Work and Services covered by Exhibit A (Statement of Work), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program).

County: Unless otherwise specified, it shall mean the County of Los Angeles Community and Senior Services, which is the County department that has been authorized by the

Board of Supervisors to enter into this Subaward on behalf of the County of Los Angeles with Subrecipient.

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

1) Information that is stored in any media form, paper or electronic.

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

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

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

5) Medical Information ("MI") as defined in California Civil Code Section 56.05(j)

County's Compliance Manager: The individual designated by County who is responsible for ensuring that Subrecipient is in compliance with the requirements of the Subaward.

County's Department Head: The individual designated by the Board of Supervisors as the Director of Community and Senior Services who is responsible for overseeing this County of Los Angeles department and who has delegated authority to act on behalf of County of Los Angeles for Subaward-related matters.

County's Contract Manager: The individual designated by County who is responsible for providing direction to Subrecipient (at Subrecipient's request) in areas relating to County policy, information requirements and procedural requirements; making revisions which do not materially affect the terms and conditions of the Subaward; and, approving Lower Tier Subawards and Lower Tier Subrecipient's employees working on this Subaward.

County's Program Manager: The individual designated by County who is responsible for meeting with Subrecipient's Project Manager on a regular basis and inspecting all tasks, deliverables, goods, Services and other work provided by Subrecipient.

Day(s): Unless otherwise specified, references to a numerical number of days shall mean calendar days which includes the seven (7) days of the week (e.g., Monday through Sunday) as opposed to business days which includes the traditional five-day work week (e.g., Monday-Friday), excluding weekends and holidays.

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.

Disability: A condition attributable to mental or physical impairment, or a combination of mental and physical impairments, that results 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: 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.

Elderly Nutrition Program ("ENP"): An Area Agency on Aging Program administered by County of Los Angeles Community and Senior 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.).

Employee: An individual who is hired and paid by Subrecipient to provide Program Services under the requirements of this Subaward.

Exhibit: A document(s) that is included with this Subaward as an addition/supplement to this Subaward and it forms a part of this Subaward (e.g., Exhibit A (Statement of Work) is an exhibit to the Subaward).

Fiscal Year ("FY"): The twelve (12) month period beginning July 1st of the year and ending June 30th of the following year.

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). For purposes of this Subaward, Subrecipient may designate its focal point by providing that information on Exhibit F (Subrecipient's Administration).

Frail: An Older Individual who is determined to be functionally impaired because this Individual either:

- Is unable to perform at least two (2) 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.

- 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 (1) of the following conditions:

- Impairment in one (1) or more Activities of Daily Living.

- Impairment in two (2) or more Instrumental Activities of Daily Living.

- 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 line.

Greatest Social Need: The need caused by non-economic factors that restricts the ability of an individual to perform daily tasks or threatens the capacity of the individual to live independently which include:

- Physical and mental disabilities.
- Language barriers.
- Cultural, geographic isolation, including isolation caused by racial or ethnic status.

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 Meal Route: A geographical route that is used by Subrecipient 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.

Instrumental Activities of Daily Living ("IADLs"): Activities that are important for daily life which involve cognitive and physical ability such as light and heavy housework, shopping, ability to access transportation, meal preparation, using the telephone, managing medications, and managing money.

Lower Tier Subaward: The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

Lower Tier Subrecipient: A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

Mandated Program Services: A document that identifies the specific Service Categories and Units of Service that Subrecipient shall provide and the Unit Rate that County will reimburse Subrecipient upon successful delivery of these Services.

Maximum Annual Subaward Sum: Subaward Sums that are allocated to Subrecipient on an annual basis for each Fiscal Year of the Subaward term. This money is contingent upon availability of Federal, State, County and local funding.

Maximum Subaward Sum: The combined total of all Maximum Annual Subaward Sums to be allocated during the term of this Subaward. This money is contingent upon availability of Federal, State, County and local funding.

Minority Status: The classification of an Older Individual which shall be based on his/her identification to any of the following ethnic designations:

- African American, Not of Hispanic Origin: A person having origins in any of the black ethnic groups of Africa.
- Hispanic Origin: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of ethnicity.
- American Indian or Alaskan Native: A person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- Asian American/Pacific Islander: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, Samoa and the Hawaiian Islands.

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-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 Index: A tool used to identify elderly persons who are malnourished or at risk of malnutrition.

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 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.

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. The law also established the Administration on Aging (AoA) to administer the newly created grant programs and to serve as the Federal focal point on matters concerning older persons. References to OAA shall mean the **Older Americans Act of 1965 (OAA)**, as amended (Title 42 United States Code Section 3001 et seq.).

Older Individual: A person who is sixty (60) years of age or older.

Outcome Measures: Determination and evaluation of the results of Program Services and their comparison with the intended Program goals to determine the effectiveness of these Services.

Outreach: Actively providing and disseminating Program information to potentially eligible individuals and the public on available Program Services and marketing the Program Services to all ethnic groups in each Service area in which the Program Services are being provided.

Performance Requirements Summary Chart: An attachment to the Statement of Work which lists the minimum requirements that Subrecipient shall adhere to, and it reflects the performances that will be monitored during the Subaward term. This Chart also lists examples of the types of documents that will be used during monitoring, the standards of performance, the acceptable quality level of performance and remedies for non-compliance.

Planning and Service Area ("PSA"): The geographic division of the State as authorized by the **Older Americans Act of 1965 (OAA)**, as amended (Title 42 United States Code Section 3001 et seq.) for the purpose of implementing the objectives of the OAA (which includes planning and providing a broad range of supportive services, nutrition services, adult protective services and long-term care services within such planning and service areas). As such, the geographic boundaries of Los Angeles County (excluding the City of Los Angeles) have been designated by the State as Planning and Service Area 19 ("PSA 19").

Poverty: The classification of an individual's economic status when that person's 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 in accordance with the

Community Services Block Grant Act Subsection 673(2) (Title 42 United States Code Section 9902 (2).

Program: A system of providing Services which is designed to meet a social need. For purposes of this Subaward, unless otherwise specified, the Program shall refer to the Elderly Nutrition Program which includes the following Program Services: Title III C-1 Program Services ("Congregate Meal Services"), Title III C-2 Program Services ("Home-Delivered Meal Services") and Title III B Program Services ("Telephone Reassurance Services").

Program Income: Revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

- Voluntary contributions received from Client or other party for Program Services received.
- Income from usage or rental fees of real or personal property acquired with Subaward Sums.
- Royalties received on patents and copyrights from Subaward-supported activities.
- Proceeds from the sale of items created under the Subaward.

Provider: An entity providing Program Services. The provider may either be an Area Agency on Aging ("AAA") providing nutrition services directly with California Department of Aging approval or an entity under contract with an AAA to provide nutrition services.

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 Subrecipient 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

Rural: Beginning with Fiscal Year 1997, the Administration on Aging provided the following standard definition of rural for purposes of State Program Reporting: any area that is not defined as urban where urban areas include:

- Urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000).
- An incorporated place or a census designated place with 20,000 or more inhabitants.

Service(s): The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

Service Category: The specific type or kind of benefit/assistance to be provided to Client in accordance with the Statement of Work. This benefit/assistance is the basis of

reimbursement that County will provide to Subrecipient upon Subrecipient's satisfactory deliverance of it.

Service Delivery: Includes those activities associated with the direct provision of a Service which meets the needs of Client.

Staff: Unless otherwise specified, it is an individual or a group of individuals who are Subrecipient's Employee(s) and/or Volunteers who provide Services under the requirements of this Subaward.

State: Unless other specified, it shall mean the State of California Department of Aging ("CDA").

Statement of Work: The key exhibit to this Subaward which explains in detail the required Services to be performed by Subrecipient.

Subaward: The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

Subaward Document Deliverable(s): An Exhibit, Attachment, form, certificate, license, etc. that is provided by Subrecipient as part of the contracting process.

Subaward Sums: Monies that Subrecipient has been awarded in order to provide the Program Services (i.e., the total amount of grant funds that County will provide to Subrecipient and Subrecipient will use these funds in addition to Subrecipient's own resources to pay for the total Program operating costs).

Subcontract ("Lower Tier Subaward"): The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

Subcontractor ("Lower Tier Subrecipient"): A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

Subrecipient: The sole proprietor, partnership, corporation, non-profit organization or public/government entity that has entered into this Contract Subaward with County to perform and execute the Work and Services covered by Exhibit A (Statement of Work), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program).

Subrecipient's Authorized Representative: The individual who has been given written authorization through a resolution, order or motion from Subrecipient's governing body to act on behalf of Subrecipient and bind Subrecipient to this Subaward.

Subrecipient's Project Manager: The individual designated by Subrecipient who is responsible for Subrecipient's day-to-day activities as related to this Subaward. This individual shall meet with County's Program Manager, County's Contract Manager and County's Compliance Manager to ensure that the objectives of this Subaward are met.

Unduplicated Client: An individual who meets the eligibility requirements outlined in the Statement of Work, Subsection 1.4 (Client Eligibility) and such individual is counted only once when determining the total number of unduplicated Clients.

Unit Rate: The amount of money that County will pay Subrecipient for providing each Unit of Service. It also represents a compilation of all allowable items of cost such as personnel, space, travel, etc. which are reflected in the Budget.

Unit of Service: A quantitative measure of the benefit/Service provided to Client which is expressed as a Congregate Meal (American Meal or Ethnic Meal), Home-Delivered Meal (Hot Meal, Frozen Meal or Emergency Meal) and/or Telephone Reassurance call.

Volunteer: An individual who performs hours of service for civic, charitable or humanitarian reasons without promise, expectation or receipt of compensation for services rendered. For purposes of this Subaward, Volunteer's time may qualify to be used to meet the match contributions requirement.

Work: The specific tasks to be performed (or the Services to be provided) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

EXHIBIT Q

(ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)

The purpose of this Exhibit Q is to establish required accounting, financial reporting, and internal control standards for Subrecipient.

The accounting, financial reporting and internal control standards described in this Exhibit Q are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit Q represents the minimum required procedures and controls that must be incorporated into Subrecipient's accounting and financial reporting systems. Subrecipient certifies that throughout the entirety of this Subaward, it shall maintain the required level of staffing as outlined in this Subaward. Therefore the internal control standards described herein are those that apply to Subrecipient's organization and Subrecipient shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Subrecipient's subcontractors must also follow these standards unless otherwise stated in this Subaward.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 <u>Basis of Accounting</u>

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

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

<u>Accrual Basis</u>

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

<u>Accruals</u>

Accruals shall be recorded observing the following:

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

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

- Necessary adjustments must be made to record the accruals at the beginning and the end of the Fiscal Year.

- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

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

2.0 Accounting System

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

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- County recommends that Subrecipient use the expense account titles on the monthly invoice submitted to County.

- If Subrecipient uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.

- Subrecipient must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

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

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

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

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

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

2.7 Subrecipient Invoices

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

3.0 Records

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

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

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

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

3.1 Retention

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

3.2 Supporting Documentation

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

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

Supporting documentation is required for various types of expenditures. Subrecipients shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided Subrecipient obtains prior written approval of County to use a specific type of alternative documentation.

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

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

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

Reimbursement rates for mileage shall not exceed applicable County guidelines.

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

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

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

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

3.4 Filing

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

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

3.5 Referencing

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

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

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

4.0 Donations and Other Sources of Revenue

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

restricted revenue that must be utilized on allowable expenditures, or returned to County.

5.0 Audits

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

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

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Bank Account or Cost Center
All Subaward Sums shall be maintained in a bank account. Subaward Sums shall be used exclusively for Services funded under this Subaward and shall not be commingled with any other monies of Subrecipient. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate bank accounts.

1.2 Deposits

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

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

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

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

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

1.3 Separation of Duties

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

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash, purchases) shall be made using Subrecipient's check, electronic funds transfer, or debit/credit card.

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor

disbursements (under $10), such as parking meters, fee, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

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

2.4 Credit Cards

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

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

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

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

3.0 Timekeeping

3.1 Timecards

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

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

time reports are used, Subrecipient's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Subrecipient's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

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

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

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

3.3 Benefit Balances

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

3.4 Limitations on Positions and Salaries

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

When this Subaward is for **Workforce Innovation and Opportunity Act Program Services**, Subrecipient shall adhere to Public Law 109-234, as provided by the Employment Development Department (EDD) through its issuance of a directive. Subrecipient shall obtain the most current version of EDD's directive on salary and bonus limitations on-line using the following Website address: http://www.edd.ca.gov/jobs_and_training/Active_Directives.htm

For purposes of establishing a reasonable level of compensation for Subrecipient's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one subaward or program, time charged to the subawards or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one (1) subaward or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Subrecipient shall not make retroactive salary adjustments for any employee without prior written approval from County's Contract Manager.

3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transaction, or reconciling bank accounts.

All employee hires, terminations or pay rate changes shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Bonding – All officers, employees, and subrecipients who handle cash or have access to Subrecipient's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Paragraph 8.25 (Insurance Coverage) of this Subaward.

C. COST PRINCIPLES

1.0 Policy

It is the intent of County to provide funds to Subrecipient for the purpose of

providing Services required by this Subaward. Subrecipient shall use these Subaward Sums on actual expenses in an economical and efficient manner and shall ensure that these expenditures are reasonable, proper, and necessary costs of providing Services and are allowable in accordance with Title 45 Code of Federal Regulations Part 75 et al.

1.1 Subrecipient is responsible for obtaining Title 45 Code of Federal Regulations Part 75 et al., which is available on-line at http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75

1.2 Limitations on Expenditures of Subaward Sums

Subrecipient shall comply with this Subaward and Title 45 Code of Federal Regulations Part 75 et al. Title 45 Code of Federal Regulations Part 75 et al. defines direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Subrecipient is unsure of the allowability of any particular type of cost or individual cost, Subrecipient should request advance written approval from

County's Program Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Subaward, Exhibit A (Statement of Work), this Exhibit Q, and Title 45 Code of Federal Regulations Part 75 et al., shall be resolved by giving precedence as follows:

- Title 45 Code of Federal Regulations Part 75 et al.
- Subaward
- Exhibit A (Statement of Work)
- Exhibit Q (Accounting, Administration and Reporting Requirements)

1.3 Expenses Incurred Outside the Subaward Period

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

1.4 Budget Limitation

Expenses may not exceed the maximum limits shown on Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services) and Exhibit W3 (Budget for Title III B Program Services).

1.5 Unspent Funds

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

1.6 Necessary, Proper and Reasonable

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

2.0 Allocable Expenses

When Subrecipient provides services in addition to the Services required under this Subaward, Subrecipient shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with Title 45 Code of Federal Regulations Part 75 et al., Subrecipient shall define its allocable expenses as either direct or indirect costs (as defined in Sub-sections C.2.1 (Direct Costs) and C.2.2 (Indirect Costs) below) and shall allocate each cost using the basis that is most appropriate and feasible.

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

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

2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of Subrecipient's organization, and the salaries and expenses of executive officers, personnel administration, and accounting staff.

Examples of bases for allocating indirect costs:

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

2.3 Acceptable Indirect Cost Allocation Methods

Title 45 Code of Federal Regulations Part 75 et al. describes the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

This method can be used when Subrecipient's major functions benefit from its indirect costs to approximately the same degree. Using this

method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

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

Direct Allocation Method

This method can also be used when Subrecipient's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

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

Multiple Base Allocation Method

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

Negotiated Indirect Cost Rates

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

If Subrecipient has a Federally approved indirect cost rate, Subrecipient shall submit a copy of the approval letter to County's Compliance Manager upon request.

D. UNALLOWABLE COSTS

Title 45 Code of Federal Regulations Part 75.421 et seq. addresses the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions (exceptions may include self-insurance, pension funds and reserves for normal severance pay)
- Contributions and donations rendered
- Fines and penalties (e.g., including but not limited to NSF Check Fees, Traffic Citation Fees)
- Lobbying and fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards
- Capital expenditures
- Advertising and public relations
- Entertainment/alcoholic beverages

Additionally, Subrecipient shall not use Subaward Sums to repay disallowed costs.

E. REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE

1.0 Subrecipient shall report suspected fraud (including welfare fraud), abuse, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Subrecipient shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any Lower Tier Subrecipients when that fraud affects its Subaward with County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel
- Favoritism/nepotism in the awarding of County contracts, selection of vendors or hiring of Subrecipient's employees
- Theft or misuse of any funds, resources or equipment
- Falsification of records
- Violation of conflict of interest requirements; etc.

2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Subaward as solely determined by

County.

3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website:	www.lacountyfraud.org
E-Mail Address:	Hotline@auditor.lacounty.gov
Fraud Hotline:	(800) 544-6861
Fax:	(213) 633-0991
Mail:	Office of County Investigations 500 W. Temple St., Room 515 Los Angeles, CA 90012

4.0 User Complaint Report

4.1 County's staff shall complete the User Complaint Report (UCR) to report Subrecipient's non-compliance with the requirements of this Subaward. Areas of Subrecipient's non-compliance include, but are not limited to, the following:

- Subrecipient's Project Manager or other staff not responding to messages/requests from County staff.
- Subrecipient's Project Manager or other staff does not attend trainings/meetings required by County.
- Subrecipient staff changes without prior notification to County.
- Illegal or inappropriate behavior by Subrecipient's staff.
- Subrecipient not submitting reports/documents or maintaining records as required.
- Subrecipient not complying with the quality assurance requirements as specified in this Subaward.

4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Subrecipient's performance of the requirements of this Subaward in addition to being used as the basis for placing Subrecipient on probation, suspending payment, suspending this Subaward, terminating this Subaward or any other remedies that are available in this Subaward. The UCR may also be used during County's solicitation process to evaluate Subrecipient's past performance on this Subaward in addition to being used when Subrecipient requests a reference from County for purposes of applying for other grants.

EXHIBIT R

(JOINT FUNDING REVENUE DISCLOSURE)

List all revenue coming to Subrecipient (including foundation grants and donations). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
PAGE TOTAL			
GRAND TOTAL OF ALL PAGES			

Subrecipient's Name

Subaward Number

Name of Preparer (Print)

Date Prepared

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
PAGE TOTAL			

EXHIBIT S (PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)

I. GOVERNING REGULATIONS AND POLICIES

A. If this Subaward indicates that Subrecipient may purchase Fixed Assets, Non-Fixed Assets and Supplies using Subaward Sums, pursuant to Paragraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies), Subrecipient shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Subaward Sums (i.e., Federal, State or County/local monies), Subrecipient shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:

1.0 The requirements of this Exhibit S

2.0 Administrative requirements, procurement standards and cost principles outlined in Title 45 Code of Federal Regulations Part 75 et al.

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

B. Throughout this Exhibit S, references will be made to Title 45 Code of Federal Regulations Part 75 et al. These references shall mean that Subrecipient shall follow Title 45 Code of Federal Regulations Part 75 et al. that apply to Subrecipient based on the type of Program being funded through this Subaward (e.g., Area Agency on Aging Programs, Workforce Innovation and Opportunity Act Programs, etc.) and the type of entity that best describes Subrecipient's organization (e.g., non-profit, local government, educational institution, etc.).

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

D. In the event of any conflict or inconsistency between the requirements established in this Exhibit S and any of the governing Title 45 Code

of Federal Regulations Part 75 et al., the conflict shall be resolved by giving precedence to the governing Title 45 Code of Federal Regulations Part 75 et al.

II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

A. Fixed Asset

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

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments, improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. which are not consumed/sold during the normal course of Subrecipient's business under this Subaward.

1.2 Has a unit acquisition cost that is $5,000 or more.

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

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

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

1.3 Has a normal useful life of at least one (1) year.

1.4 Is used to conduct Subrecipient's business in the performance of the Work required under this Subaward. Such asset must provide a direct benefit to the Program and Services.

1.5 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s) for the same/similar purpose as this Subaward. Such purchases must be allowable and allocable under the requirements of this Subaward. For purposes of this Subaward, a Predecessor Agreement(s) shall mean a subaward between County and Subrecipient that was executed prior to this Subaward for the same/similar Program Services as this Subaward, and such subaward has expired or terminated.

1.6 Must be ordered or purchased prior to the last three months of the Subaward Term, unless the acquisition is pre-approved by County.

B. Non-Fixed Asset

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

1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Sub-section II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc.

1.2 Has a unit acquisition cost that is less than $5,000 but is at least $500, or has a unit acquisition cost that is less than $5,000 but is at least $300 if it was purchased under a Predecessor Agreement(s).

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

peripherals are considered one (1) unit when each of these systems are purchased as a unit.

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

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost $3,000 each, totaling $12,000 would meet the requirements for the unit acquisition cost described herein.

1.3 Has a normal useful life of over one (1) year.

1.4 Is used to conduct Subrecipient's business in the performance of the Work required under this Subaward. Such asset must provide a direct benefit to the Program and Services.

1.5 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Subaward.

C. Usage of the Term "Assets"

1.0 Throughout the entirety of this Exhibit S, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in Sub-section II.A (Fixed Asset), herein, and Sub-section II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term "Assets" shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter "Assets").

D. Types of Assets

1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.

1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.

1.2 Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.

2.0 Improvements and Betterments are products that typically do not increase the physical size of the unit.

2.1 Requirements for Area Agency on Aging (AAA) Programs, Adult Protective Services Program, Dispute Resolution Program and Workforce Innovation and Opportunity Act (WIOA) Programs

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

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

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

2.2 Requirements Exclusive to Community Services American Indian Block Grant Program

2.2.1 For purposes of the Community Services American Indian Block Grant Program,

Improvements and Betterments shall only include low-cost residential weatherization or other energy-related home repairs.

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

2.2.3 The purchase or improvement of land or the purchase, construction or permanent improvement of any building or other facility except as provided in this Sub-section II.D.2.2, herein, is strictly prohibited.

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

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

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

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

E. Supplies

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

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

1.2 Have a unit acquisition cost that is less than $500, or less than $300 if purchased under a Predecessor Agreement(s).

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

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

III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

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

B. Management of Assets and Supplies

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

2.0 During the entire term of this Subaward, Subrecipient is responsible for the replacement or repair of Assets until Subrecipient has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.

3.0 Subrecipient shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

4.0 Subrecipient shall use Assets and Supplies for the purpose for which they are intended under this Subaward. When no longer needed for that purpose, Subrecipient shall treat them as prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.

5.0 Subrecipient may share use of Assets or allow use by other programs upon prior written approval of County. As a condition of approval, County may require payment under this Subaward for that use.

C. Loss, Destruction or Theft of Assets

1.0 Subrecipient shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Subrecipient shall report such loss, destruction or theft as follows:

1.1 Subrecipient shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.

1.2 Subrecipient shall notify County's Contract Manager by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Subrecipient shall prepare an Incident Report, as described below, which shall be provided to County's Contract Manager.

1.3 Incident Report

1.3.1 At a minimum, Subrecipient's Incident Report of such loss shall contain the following elements:

1.3.1.1 Identification of the Asset(s)

1.3.1.2 Recorded value(s) of each Asset

1.3.1.3 Facts relating to the crime

1.3.1.4 A copy of the police report, where appropriate

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

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

IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

A. Any Asset purchased with the Federal portion of Subaward Sums, if any, and/or with Subrecipient's required matching contributions may not be depreciated or capitalized.

B. Any Asset purchased with the non-Federal portion of Subaward Sums, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Subrecipient's acquisition policies.

C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).

2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Subrecipient to satisfy funding matching requirements.

3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.

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

V. TITLE TO ASSETS

A. Assets Purchased with Subaward Sums

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

B. Assets Purchased Under a Predecessor Agreement(s)

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

C. Title to Vehicles

1.0 County retains title to vehicles that are purchased with Subaward Sums. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.

2.0 Vehicles shall be registered only in the name of Subrecipient. Such registration applies to all vehicles which are purchased with Subaward Sums as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.

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

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

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

VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

A. Necessary Prior Approval to Purchase Fixed Assets for Adult Protective Services Program, Community Services American Indian Block Grant Program and Dispute Resolution Program

1.0 Prior to purchasing or acquiring Fixed Assets, Subrecipient must receive written approval from County authorizing the purchase when Subrecipient will use more than $5,000 of Subaward Sums to purchase the Fixed Asset.

2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Subrecipient shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in accordance with Title 45 Code of Federal Regulations Part 75 et al.

3.0 Subrecipient shall submit a written request to County's Contract Manager to obtain authorization to purchase such Fixed Asset. Subrecipient shall submit this written request at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Asset.

4.0 Upon receiving written approval from County, Subrecipient shall ensure that all Fixed Asset purchases are also approved in writing by Subrecipient's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.

5.0 County's approval of Subrecipient's Budget (as defined in Exhibit P (Definitions)) does not constitute approval for Subrecipient to purchase the Fixed Asset. Once all written approvals have been received, Subrecipient shall then include the Fixed Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Subrecipient intends to purchase an item, which costs $5,700 and otherwise meets the definition of a Fixed Asset, and Subrecipient will use $2,500 of Subaward Sums to purchase this Fixed Asset, prior approval is not required.

6.2 If Subrecipient intends to purchase an item, which costs $5,700 and otherwise meets the definition of a Fixed Asset, and Subrecipient will use $5,700 of Subaward Sums to purchase this Fixed Asset, prior written approval is required.

B. Necessary Prior Approval to Purchase Assets for Area Agency on Aging (AAA) Programs

1.0 Prior to purchasing or acquiring any Assets, Subrecipient must receive written approval from County authorizing the purchase when Subrecipient will use more than $500 of Subaward Sums to purchase the Asset.

2.0 Prior approval is not required for the purchase of Supplies. However, Subrecipient shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with Title 45 Code of Federal Regulations Part 75 et al.

3.0 Subrecipient shall submit a written request to County's Contract Manager to request authorization to purchase such Asset. Subrecipient shall submit this written request at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Asset.

4.0 Upon receiving written approval from County, Subrecipient shall ensure that all Asset purchases are also approved in writing by Subrecipient's Board of Directors or its Authorized Representative, before the Asset is purchased.

5.0 County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Asset. Once all written approvals have been received, Subrecipient shall then include the Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Subrecipient intends to purchase an item which costs $475 and Subrecipient will use $475 of Subaward Sums to purchase this item, prior approval is not required.

6.2 If Subrecipient intends to purchase an item, which costs $550 and Subrecipient will use $500 of Subaward Sums to purchase this item, prior written approval is required.

C. Necessary Prior Approval to Purchase Fixed Assets for Workforce Innovation and Opportunity Act (WIOA) Programs

1.0 Prior to purchasing or acquiring Fixed Assets, Subrecipient must receive written approval from County authorizing the purchase when Subrecipient will use any portion of Subaward Sums to purchase the Fixed Asset.

2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Subrecipient shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in accordance with Title 45 Code of Federal Regulations Part 75 et al.

3.0 Subrecipient shall submit a written request to County's Contract Manager following the instructions provided in WIOA Directive number D-DWA-04-024/D-YTH-04-08 (dated August 24, 2004). Copies of this Directive are available on the Work Source California website, which may be accessed using the following address: http://www.worksourcecalifornia.com/information/directives.htm

4.0 Upon receiving written approval from County, Subrecipient shall ensure that all Fixed Asset purchases are also approved in writing by Subrecipient's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.

5.0 County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Fixed Asset. Once all written approvals have been received, Subrecipient shall then include the Fixed Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Subrecipient intends to purchase an item which costs $4,500 and Subrecipient will use $4,500 of Subaward Sums to purchase this item, prior approval is not required.

6.2 If Subrecipient intends to purchase an item which costs $5,100 and Subrecipient will use $4,500 of Subaward Sums to purchase this item, prior written approval is required.

VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

A. Necessary Prior Approval to Dispose of Assets for Adult Protective Services Program, Community Services American Indian Block Grant Program, Dispute Resolution Program and WIOA Programs

1.0 Subrecipient shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least $500, or $300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Subrecipient shall not dispose of any Asset unless/until Subrecipient receives such written approval.

2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the disposal of these Assets.

3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the

device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Paragraph 7.6 (Confidentiality), Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Subaward.

4.0 Upon receipt of written approval from County, Subrecipient shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

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

1.0 Subrecipient shall obtain prior written approval from County (and State) in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least $500, or $300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Subrecipient shall not dispose of any Asset unless/until Subrecipient receives such written approval.

2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval, and Subrecipient shall adhere to all County and State requirements for the disposal of these Assets.

3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Paragraph 7.6 (Confidentiality), Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement

Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Subaward.

4.0 Upon receipt of written approval from County, Subrecipient shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

C. Necessary Prior Approval to Use Program Income from Sales Revenue

1.0 Subrecipient shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

2.0 Subrecipient shall contact County's Program Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the use of such Program Income.

VIII. PURCHASE REQUIREMENTS FOR ASSETS

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

B. Cost Requirements

1.0 Subrecipient shall perform a cost or price analysis prior to the purchase of an Asset.

1.1 A cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability and allowability. Subrecipient shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in Title 45 Code of Federal Regulations Part 75 et al.

1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.

2.0 Subrecipient shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.

3.0 Subrecipient shall avoid purchasing unnecessary or duplicative items. Subrecipient shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).

4.0 Subrecipient shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Subrecipient as well as any charges for taxes, delivery/shipping, etc.

5.0 Subrecipient shall only charge the true actual cost of the Asset to this Subaward. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Subaward shall not be charged by Subrecipient to another grant, program or contract.

C. Competitive Procurement

1.0 Subrecipient shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in Title 45 Code of Federal Regulations Part 75 et al.

2.0 Subrecipient shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.

3.0 Subrecipient shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.

4.0 Subrecipient or Subrecipient's agent who develops or drafts specifications, requirements, statements of work, invitation for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.

5.0 Subrecipient shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.

6.0 Sole Source Procurement (Non-competitive Procurement)

6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.

6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in Title 45 Code of Federal Regulations Part 75 et al. and at least one (1) of the following applies:

6.2.1 The Asset is available only from a single source/vendor.

6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.

6.2.3 County provides written authorization for non-competitive procurement of the Asset.

6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.

6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.

7.0 Subrecipient shall ensure that solicitations for Assets provide:

7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.

7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.

7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.

7.4 Description of specific features of “brand name” products or an equivalent that bidders are required to meet when such items are included in the solicitation.

7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.

7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.

8.0 Subrecipient shall make an effort to utilize small businesses, minority-owned firms and women’s business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Title 45 Code of Federal Regulations Part 75 et al.

D. Procurement Instrument

1.0 Subrecipient shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price subawards, cost reimbursable subawards, etc.

2.0 Subrecipient shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.

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

E. Documentation Requirements

1.0 Subrecipient shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).

2.0 Subrecipient shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).

3.0 Subrecipient shall maintain documentation of its cost/price analysis and any sole source procurement.

4.0 Subrecipient's Budget

4.1 Subrecipient shall report Assets purchased with Subaward Sums on the Budget. Prior to reporting Assets on the Budget, Subrecipient shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.

4.2 Assets purchased by Subrecipient shall match the Assets reported on the Budget.

4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Subrecipient shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.

4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Subrecipient shall submit a Budget Modification to County's Contract Manager before the end of the Fiscal Year pursuant to Paragraph 9.9 (Modifications) of this Subaward.

5.0 Additional Documentation Requirements for AAA Programs

5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:

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

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

F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.

G. Assets purchased either wholly with the Federal share of Subaward Sums and/or with any required Subrecipient matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR ASSETS

A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise reasonable care in the maintenance and tracking of Supplies.

B. Asset Bar Code Identification Tags

1.0 Subrecipient shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.

2.0 Subrecipient shall notify County's Contract Manager to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Subrecipient shall provide County full access to these Assets so that County can affix the tags on each Asset.

C. Inventory Tracking

1.0 Every two (2) years, or more frequently as requested by County, Subrecipient shall conduct a physical inventory of all Assets and shall document its activities. Subrecipient shall reconcile the results with Subrecipient's Asset accounting and inventory records.

2.0 Subrecipient shall investigate any difference(s) between quantities determined by the physical inspection and those shown in the accounting and inventory records to determine the causes of the difference(s).

3.0 As part of its inventory tracking, Subrecipient shall verify the existence, current utilization and continued need for Assets.

4.0 Subrecipient shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Subrecipient shall remove these Assets from its accounting and inventory records. Subrecipient shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Paragraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward.

D. Inventory Reporting Using the Inventory Control Form and/or Inventory Letter

1.0 Annually, Subrecipient shall prepare a written report of all Assets, and shall submit such report to County's Contract Manager using the information provided herein.

1.1 Reporting Cumulative Assets

1.1.1 At the beginning of each Fiscal Year, Subrecipient shall prepare a cumulative report of all Assets which are currently in Subrecipient's possession. In the event that Subrecipient has properly disposed of Assets (according to the procedures outlined in this Exhibit S) then Subrecipient shall exclude those disposed Assets from this cumulative inventory report. Subrecipient shall use Exhibit T (Inventory Control Form), as described in Sub-section IX.D.2.0 (Inventory Control Form), herein, as the mechanism to report these Assets.

1.2 Reporting Current Fiscal Year Assets

1.2.1 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Subrecipient shall complete its report of all Assets purchased during that Fiscal Year (please refer to Appendix C (Sample Subaward) for additional details on the Closeout process).

1.2.2 During any Fiscal Year in which Subrecipient does not purchase any Assets, Subrecipient shall prepare an Inventory Letter in lieu of completing the Inventory Control Form, as described in Subsection IX.D.3.0 (Inventory Letter), herein.

2.0 Inventory Control Form

2.1 On an annual basis or more frequently as requested by County, Subrecipient shall complete Exhibit T (Inventory Control Form) to report its Assets and shall submit it to County's Contract Manager.

2.2 Subrecipient shall maintain supporting records for all Assets reported on the Inventory Control Form including, but not limited to, receipts of purchase, purchase orders, etc.

2.3 County may require Subrecipient to submit such supporting records, which must be placed in sequential order (to match the order of the Assets listed on the Inventory Control Form), with the completed Inventory Control Form.

2.4 Subrecipient shall ensure that the information on the supporting records match the information reported on the Inventory Control Form.

2.5 Subrecipient shall complete the Inventory Control Form by reporting the following Assets:

2.5.1 Assets purchased during prior Fiscal Years.

2.5.2 Assets purchased under a Predecessor Agreement(s).

2.5.3 Assets which County has not authorized Subrecipient to dispose of (i.e., Subrecipient shall report all Assets on the Inventory Control Form until the final disposition procedures have been completed for each Asset).

2.6 If Subrecipient has multiple subawards with County, Subrecipient shall use a separate Inventory Control Form to report Assets for each subaward.

3.0 Inventory Letter

3.1 On an annual basis or more frequently as requested by County, Subrecipient shall prepare the Inventory Letter, and shall submit it to County's Contract Manager. The Inventory Letter shall adhere to the following:

3.1.1 It shall indicate that no Fixed or Non-Fixed Assets were purchased using Subaward Sums during the prior Fiscal Year (and shall list the full term of the Fiscal Year; for example, July 1, 20XX – June 30, 20XX).

3.1.2 It shall include Subrecipient's name, Subaward number and the name of the Program.

3.1.3 If Subrecipient has multiple Program components, Subrecipient shall prepare a separate Inventory Letter to report that no Assets were purchased for each Program component. For purposes of this Subaward, the Program component is defined as the Work to be provided under this Subaward which:

3.1.3.1 Has its own defined Services, Clients and other specific requirements as outlined in Exhibit A (Statement of Work); and,

3.1.3.2 Is funded with its own share of the Subaward Sums.

3.1.4 The Inventory Letter shall be signed and dated by Subrecipient's Authorized Representative.

X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

A. The following requirements are applicable to both Assets and Supplies. Additionally, Subrecipient shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Subrecipient shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant to Section VII (Approval Requirements for Disposing of Assets), herein.

B. Consistent with Federal and State regulations, Subrecipient may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in Title 45 Code of Federal Regulations Part 75 et al.

C. For purposes of this Exhibit S, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.

D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.

1.0 Salvage items include Assets which are obsolete, broken or irreparable.

2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Subaward, termination of the Program, dissolution of Subrecipient's operations, or other similar circumstances.

3.0 Subrecipient may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:

3.1 Only after the Assets have first been offered to and declined in writing by County.

3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Subrecipient. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Subrecipient employees; Subrecipient employees' family members; entities that conduct business or have a relationship with Subrecipient; Clients; etc.

E. Disposition of Assets upon Dissolution of Subrecipient's Operations, Expiration or Termination of Subaward or Termination of Program

1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:

1.1 After dissolution of Subrecipient's operations

1.2 Upon expiration or termination of this Subaward

1.3 When the Program, for which Assets were purchased, has ended

2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.

3.0 Subrecipient shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Contract Manager within the timeframe designated by County.

4.0 County reserves the right to require Subrecipient to transfer such Assets to another entity, including, but not limited to, State, County or another subrecipient.

5.0 To exercise the right referenced in Sub-section X.E.4.0, herein, County will issue specific written disposition instructions to Subrecipient no later than ninety (90) days after expiration or termination of this Subaward, notification of Subrecipient's dissolution or termination of the Program.

F. Supplies

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

2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

G. Current Fair Market Value

1.0 Subrecipient shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.

2.0 Subrecipient shall use one (1) or more of the following methods/resources to determine the current fair market value of an Asset:

2.1 Orion Computer Blue Book

2.2 Professional or expert appraisal

2.3 Public advertisement

2.4 Industry quotation

2.5 Other similar methods/resources

H. Sale of Assets

1.0 After receiving written approval from County for this action, Subrecipient may sell Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.

2.0 Subrecipient shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.

3.0 Subrecipient shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Subrecipient may be required to reimburse County for the revenue that is earned pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

4.0 After the sale of an Asset, Subrecipient shall prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.

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

I. Transfer of Assets

1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.

2.0 Subrecipient shall transfer Assets according to this order:

2.1 To another program providing the same or similar service as that provided under this Subaward.

2.2 To a Federally or State-funded program.

3.0 After the transfer of an Asset, Subrecipient shall prepare an updated Inventory Control Form and shall submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.

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

J. Donation of Assets

1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Sub-

sections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.

2.0 To donate Assets, Subrecipient shall:

2.1 Prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.

2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

2.3 Obtain liability waiver(s) for donated items. Subrecipient shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:

2.3.1 Names and addresses of Subrecipient and recipient organization.

2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.

2.3.3 Date when donation was received by recipient organization.

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

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

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

A. Subrecipient shall be under a continuing obligation throughout the entire term of this Subaward to comply with the purchase, inventory

and disposal requirements outlined in this Exhibit S and in Title 45 Code of Federal Regulations Part 75 et al.

B. Subrecipient's non-compliance with these requirements shall subject Subrecipient to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Paragraph 9.19 (Remedies for Non-Compliance) in this Subaward. County may also impose the following remedies as warranted by the non-compliance:

1.0 Disallow the cost for Assets purchased without prior written approval

2.0 Require Subrecipient to remit payment for Assets which are not properly disposed or inventoried

3.0 Remove those Assets from Subrecipient which are not properly maintained pursuant to the requirements outlined herein.

XII. RECORDKEEPING

A. Subrecipient shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Paragraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward.

B. Subrecipient shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.

EXHIBIT T
(INVENTORY CONTROL FORM)

County Asset Bar Code ID Number	Funding Source (If multiple funding sources, indicate % split)	DESCRIPTION				Location of Asset	Assigned to (Name of Person)	Cond. of Asset*	Purchase Order No.	No. of Units	DATE		COST	
		Type	Brand	Model	Serial No.						Purchased	Acquired	Unit	Purchased
											12/31/16			

I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this form is correct to the best of my knowledge, and all purchases were made in accordance with the conditions of the Contract and are in compliance with local, State, and federal regulations.

Subrecipient's Name

Subaward Number

Program Services

Fiscal Year

Name of Preparer Completing Exhibit

Phone Number

Title

Name of Authorized Representative

Title of Authorized Representative

Authorized Representative's Signature

Date

*** Provide condition of the asset upon its disposal, transfer or as requested by County. Condition descriptions: V=Very Good; G=Good; F=Fair; P=Poor; S=Salvage/disposed**

EXHIBIT U

(CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM)

Subrecipient certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **and**

To the best of its knowledge, after a reasonable inquiry, Subrecipient is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **and**

It agrees to comply with County's Defaulted Property Tax Reduction Program during the term of this Subaward.

- OR -

☐ It is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

DECLARATION

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

Subrecipient's Name	Subaward Number
Name of Authorized Representative (Print)	Title of Authorized Representative
Authorized Representative's Signature	Date

EXHIBIT V (CONTRACT MANAGEMENT SYSTEM – CONTRACTOR'S GATEWAY TERMS AND CONDITIONS OF USE)

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

2.0 County has established policies concerning the access, use and maintenance of the System. Subrecipient shall adhere to these policies, which include this Exhibit V (hereafter "Terms and Conditions of Use"), the Contract Management System-Contractor's Gateway User Acknowledgement Agreement ("User Acknowledgement Agreement"), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Subrecipient's non-compliance with these policies may subject Subrecipient to denial of access to the System, suspension of payment(s), termination of this Subaward, and/or other actions which County may take at its sole discretion.

3.0 System Access and Control

3.1. Subrecipient shall access the System using the following Uniform Resource Locator (URL) link: https://gateway.css.lacounty.gov:4443/OA_HTML/AppsLogin (please note there is an underscore between "OA" and "HTML" in the URL).

3.2. Subrecipient shall ensure that data that is accessed using County information technology resources must be used for County authorized purposes and must not be disclosed to others without County's prior written authorization or unless required by Federal, State or Program regulations.

3.3. Unauthorized access by Subrecipient to any County information technology resource, including the System, network, software application programs, data files, and restricted work areas is prohibited.

3.4. Accessing the System During Non-Business Hours

3.4.1. County recommends that Subrecipient does not access the System during non-business hours in order to allow County to provide technical assistance when requested from Users (who are defined in Section 5.0 (User Accounts), herein).

3.4.2. For purposes of this Terms and Conditions of Use, non-business hours are defined as the days and times that are outside of the traditional work week (where the traditional work week is

recognized as Monday – Friday, 8:00 a.m. to 5:00 p.m.). The traditional work week does not include County-recognized holidays.

3.4.3. Generally, County-recognized holidays are the same as Federally-recognized holidays such as January 1st, July 4th, December 25th, etc. of each year. Subrecipient may obtain a current list of County- recognized holidays from County's Contract Manager.

4.0 System Protocols and Security

4.1. Digital communications that occur between Subrecipient and County within the System are conducted over a secure network, which has been established by County using Secure Socket Layer technology, one of the most robust encryption platforms available.

4.2. The System's URL provides an assurance to County and Subrecipient that accessing and using the System are done securely. A Web browser in secure mode will display a URL address beginning with "https://" rather than the standard "http://", where the "s" in "https://" stands for "secure".

4.3. County has established these secure, standard protocols which encrypt data across publicly used Internet connections.

4.4. County will make every effort to provide standard Internet-level performance while Users utilize the System. Subrecipient shall contact County when it experiences any disruptions in services by following the guidelines established in Sub-section 8.2, herein.

5.0 User Accounts

5.1. Designation of Users

5.1.1. Subrecipient shall designate Subrecipient Employees (Users) who shall be responsible for operating the System on Subrecipient's behalf.

5.1.2. For purposes of this Terms and Conditions of Use, a Subrecipient Employee is defined as a staff member on Subrecipient's payroll who works on this Subaward.

5.1.3. Subrecipient shall obtain prior approval from County to designate an account for each User who accesses the System. Subrecipient shall follow the instruction guides/tutorials provided by County and the general guidelines outlined in Sub-section 5.5 (Requesting User Accounts), herein, for requesting, creating and designating User accounts.

5.2. User Account Classification

5.2.1. User accounts are classified as either View-Only or Administrative. Subrecipient shall designate a classification for each User when requesting approval for a User account.

5.2.2. There are two (2) types of User account classifications:

5.2.2.1. View-Only User: A User who can access the System to view all Subaward documents and agency information.

5.2.2.2. Administrative User: A User who can access the System to view all Subaward documents and agency information, submit Subaward documents to County, update Subrecipient's administrative information, receive automated System alerts/notices (when designated as the contact person for this responsibility), and perform other functions as defined by County.

5.3. Active and Inactive User Accounts

5.3.1. An active User account is defined as a User who has an approved, current, valid account, which does not have an inactive or termination date in the System. This User can access the System and perform functions based on his/her account classification (as defined in Sub-section 5.2 (User Account Classification), herein).

5.3.2. An inactive User account is defined as a User whose account profile has been assigned an inactive or termination date and User can no longer access the System.

5.4. Subrecipient shall designate and maintain a minimum of two (2) active Users (up to a maximum of four (4) active Users) at all times as follows:

5.4.1. Subrecipient shall designate at least one (1) Administrative User at the level of Subrecipient's Project Manager.

5.4.2. Subrecipient shall designate at least one (1) User who has delegated authority to execute this Subaward. This User shall be at the level of the Executive Director and may be classified as either a View-Only User or an Administrative User.

5.4.3. One of the two Users shall be designated as the responsible contact who shall receive and respond to System generated alerts/notices pertaining to Subaward Document Deliverables (e.g., insurance certificates, business licenses, permits, etc.).

5.5. Requesting User Accounts

5.5.1. Subrecipient shall obtain prior approval from County in order to establish User accounts in the System. Subrecipient shall follow these general guidelines to obtain County's approval:

5.5.1.1. Subrecipient shall review its Employees, assess each of their responsibilities, and determine which Employee(s) should have a User account in the System.

5.5.1.2. Subrecipient shall provide the Employee with the User Acknowledgement Agreement, and the Employee shall read and complete the form. Subrecipient's Authorized Representative shall review and sign the form. Subrecipient shall ensure that the User Acknowledgement Agreement is completed for each Employee that will receive a User account.

5.5.1.3. Subrecipient shall ensure that the completed User Acknowledgement Agreement is attached/saved in the System as a Subaward Document Deliverable (on the General Page of the Administration tab) prior to requesting and being granted access to the System by County.

5.5.1.4. Subrecipient shall create a profile for each User in the System.

5.5.1.5. Upon County's receipt of the User profile submitted by Subrecipient, County will review User's profile and Employee's completed User Acknowledgement Agreement.

5.5.1.6. County will inform Subrecipient whether the User account has been approved or rejected.

5.5.2. Approved and Rejected User Accounts

5.5.2.1. Upon approval of Subrecipient's request for a User account, County will provide User with a unique User Name (logon/System identifier) and a default password.

5.5.2.1.1. User shall be responsible for changing his/her password when prompted by the System.

5.5.2.1.2. User may begin accessing the System immediately.

5.5.2.2. Upon rejection of Subrecipient's request for a User account, County will follow-up with Subrecipient to discuss the reason(s) for rejecting Subrecipient's request for a User account.

5.5.3. Subrecipient's Assurances Upon Creating User Accounts

5.5.3.1. Subrecipient is responsible for the conduct of all Users who access and utilize the System. Subrecipient shall ensure that Subrecipient and its Users adhere to this Terms and Conditions of Use, the User Acknowledgement Agreement, instruction guides/tutorials provided by County, training sessions conducted by County, etc. which establish the policies under which the Users shall operate the System.

5.5.3.2. Subrecipient shall ensure that each User's copy of the User Acknowledgement Agreement forms are saved in the System as a Subaward Document Deliverable. Subrecipient shall not delete any User Acknowledgement Agreement forms from the System without County's written prior approval.

5.5.3.3. Subrecipient shall ensure that all Users receive and maintain current copies of all instruction guides/tutorials for using the System, which are developed by County and provided to Subrecipient.

5.6. User Name and Password

5.6.1. Subrecipient shall ensure that its Users do not share their unique User Name and password with any other person.

5.6.2. County recommends that Users change their passwords every three (3) months to ensure additional password security.

5.6.3. Subrecipient shall ensure that all Users maintain valid, secure e-mail accounts, which shall be used for self-service maintenance of User Name and password information. In the event that Users forget their User Name or password, User shall adhere to the instruction guides/tutorials provided by County for resetting the User Name or password.

5.6.4. Repeated changes to a User's password outside of the recommended three-month period, as noted in Sub-section 5.6.2, herein, shall be monitored and investigated by County and may result in County suspending User's access.

5.7. Change in User's Status

5.7.1. When a User's status changes (e.g., he/she is no longer employed by Subrecipient or User's responsibilities change), Subrecipient's Authorized Representative shall take immediate action to update the User's account profile. Updates to User account profiles shall be approved by County.

5.7.2. Subrecipient shall update User account profiles in the System by removing a User's account once that User is no longer an Employee on this Subaward.

5.7.3. New Employees/Users

5.7.3.1. When Subrecipient determines that a new Employee shall receive a User account, Subrecipient shall adhere to the guidelines established in Sub-section 5.5 (Requesting User Accounts), herein, to create an account in the System.

5.7.3.2. Prior to requesting a new User account, Subrecipient shall ensure that it continues to maintain at least two (2) active Users and does not exceed the maximum of four (4) Users (pursuant to Sub-section 5.4, herein).

5.7.4. Subrecipient shall regularly review all User account information to ensure accuracy and completeness. Subrecipient shall ensure that updates are completed whenever administrative changes occur.

5.7.5. If County determines at its own discretion that Subrecipient is creating or removing User accounts too frequently then County shall take appropriate measures to investigate and remedy these occurrences. Upon County's request, Subrecipient shall provide sufficient justification for these frequent User account updates.

6.0 General Policies for Use

6.1. County information technology resources are to be used solely for County business purposes.

6.2. County may periodically update this Terms and Conditions of Use and the User Acknowledgement Agreement policies. County may also implement future enhancements to the System. Subrecipient shall ensure that Subrecipient and Users adhere to all policy updates as well as any new procedures for using System enhancements.

6.3. Data Integrity

6.3.1. Subrecipient shall ensure that Users maintain the integrity of data they enter in the System, and do not save, store or attach electronic files in the System which do not meet the following requirements:

6.3.1.1. File types must be Word, Excel or Portable Data Format (PDF) documents. Files such as pictures, videos, music, PowerPoint presentations, or other files as determined by County are not acceptable types of documents.

6.3.1.2. File types must be compatible with standard/common national brands, including Microsoft Office 2003 products or later version (Word, Excel, etc.), Adobe Reader 9.0 (or later version) or their equivalent.

6.3.1.3. Files shall not be corrupted (i.e., documents shall be free of viruses).

6.3.1.4. The size limit of each file shall not exceed ten (10) megabytes (10 MB).

6.3.2. Subrecipient's non-compliance with the data requirements outlined herein will be remedied at County's sole discretion.

6.4. E-Mail Alerts and Notices

6.4.1. The System generates automatic e-mail alerts and notices based on the occurrence of certain events. These events may include, but are not limited to, confirmation of executed Subaward (or Amendments), request for Subaward Document Deliverables, notification of expired Subaward Compliance Document Deliverables, etc.

6.4.2. Subrecipient shall ensure that its Users adhere to all alerts and notices generated by the System. These alerts and notices shall convey and have the same effect and importance as alerts and notices sent by County's Administration (or their designees) as defined in Paragraph 6.0 (Administration of Subaward-County) in

this Subaward and Exhibit E (County's Administration). Subrecipient shall appropriately respond to all requests for documentation, promptly adhere to due dates/deadline requirements and diligently follow all instructions indicated in the alert/notice.

6.5. Administrative Changes

6.5.1. Pursuant to Paragraph 7.0 (Administration of Subaward-Subrecipient) and Paragraph 8.34 (Notices) of this Subaward, Subrecipient shall designate its authorized staff by using Exhibit F (Subrecipient's Administration). Further, Subrecipient shall initiate any changes in its staff, including those listed on Exhibit F (Subrecipient's Administration), by giving written notice to County.

6.5.2. When changes to Subrecipient's staff, address or other items requiring written notice are necessary, Subrecipient shall:

6.5.2.1. Adhere to the requirements outlined in Paragraph 8.34 (Notices) of this Subaward.

6.5.2.2. Upon providing the required written notice to County, update the administrative data in the System, including all User account profile information.

6.5.3. Implementation and use of the System shall not excuse Subrecipient from adhering to the requirements for providing proper written notice to County when changes occur in Subrecipient's administration.

7.0 Monitoring

7.1. All County information technology resources are subject to audit and periodic, unannounced review by County.

7.2. County reserves the right to administer, monitor, audit and/or investigate Subrecipient's access to and use of County's information technology resources (i.e., System, e-mails, Subrecipient-generated data files, etc.). If evidence of abuse or negligence is identified, County will take the appropriate actions to remedy any areas of Subrecipient's non-compliance.

7.3. During County's monitoring of User activities, unusual practices will be investigated and reported to County's Administration. County will take the necessary steps to remedy Subrecipient's inappropriate use of the System. Unusual practices may include, but are not limited to, the following:

7.3.1. Users frequently accessing the System during non-business hours (pursuant to Sub-section 3.4 (Accessing the System During Non-Business Hours), herein).

7.3.2. Subrecipient not maintaining the minimum and/or exceeding the maximum number of Users at any point in time (pursuant to Sub-section 5.4, herein).

7.3.3. Users changing their passwords more than the recommended limit (pursuant to Sub-section 5.6.4, herein).

7.3.4. Subrecipient frequently changing its Users (pursuant to Sub-section 5.7.5, herein).

8.0 System Maintenance and Technical Assistance

8.1. To ensure proper operation of the System, County will periodically perform routine System maintenance activities. Since these activities will impact the ability of Users to access the System, County will notify Users when they attempt to login that System maintenance is occurring and County will indicate the time when the System will become available. Generally, System maintenance activities will occur during non-business hours (e.g., weekends, late evenings, County-recognized holidays, etc.) to limit the impact to Users.

8.2. County will provide assistance to Users in the event of technical difficulties that may occur while utilizing the System. Technical assistance will be provided as follows:

8.2.1. Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding County-recognized holidays).

8.2.2. County's Administrators

8.2.2.1. Ms. Tsotso Odamtten may be reached by phone or e-mail, respectively, as follows: (213) 738-2663 or todamtten@css.lacounty.gov.

8.2.2.2. Ms. Lynn Tran may be reached by phone or e-mail, respectively, as follows: (213) 739-7393 or ltran@css.lacounty.gov.

8.2.3. County will follow-up on requests for assistance from Subrecipient within at least two (2) business days during the traditional work week (pursuant to Sub-sections 3.4.2 and 8.2.1, herein).

EXHIBIT W1
(BUDGET FOR TITLE III C-1 PROGRAM SERVICES)

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

[Mr/Ms]	[Enter Name of Project Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUMS		(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	(F) TOTAL FUNDING	(G) UNIT RATE		
	(1) CASH (OTHER)	(2) CASH (NSIP)	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)	(1) SUBAWARD SUMS	(2) SUBRECIPIENT'S FUNDS	(3) TOTAL FUNDING
American Meals								$ -			$ -
Ethnic Meals								$ -			$ -
Grand Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS			(C) FUNDING CATEGORIES			(D) FUNDING		
			(1) Total Budgeted Costs	(2) American Meals Unit Rate	(3) Ethnic Meals Unit Rate				(1) Total Budgeted Funding	(2) American Meals Unit Rate	(3) Ethnic Meals Unit Rate
1	Personnel	Cash (Subaward Sums)				1	Subaward Sums	Cash (Other)			
		Cash (Subrecipient's Funds)						Cash (NSIP)			
		In-Kind						Cash (Total)	$ -	$ -	$ -
2	Volunteers	In-Kind									
3	Lower Tier Subawards	Cash (Subaward Sums)				2	Match	Cash (Subrecipient's Funds)			
		Cash (Subrecipient's Funds)									
		In-Kind									
4	Lower Tier Subawards for Catered Food	Cash (Subaward Sums)						In-Kind			
		Cash (Subrecipient's Funds)									
		In-Kind									
5	Raw Food	Cash (Subaward Sums)				3	Non-Match	Cash (Subrecipient's Funds)			
		Cash (Subrecipient's Funds)									
		In-Kind									
6	Space	Cash (Subaward Sums)						In-Kind			
		Cash (Subrecipient's Funds)									
		In-Kind									

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1) Total Budgeted Costs	(2) American Meals Unit Rate	(3) Ethnic Meals Unit Rate	(C) FUNDING CATEGORIES			(D) FUNDING (1) Total Budgeted Funding	(2) American Meals Unit Rate	(3) Ethnic Meals Unit Rate
7	Equipment	Cash (Subaward Sums)				4	Program Income	Cash (Subrecipient's Funds)			
		Cash (Subrecipient's Funds)									
		In-Kind									
8	Other Costs	Cash (Subaward Sums)									
		Cash (Subrecipient's Funds)									
		In-Kind									
9	**Subtotal Direct Costs**	Cash (Subaward Sums)	$ -	$ -	$ -	5	Proposer meets minimum match requirement.				
		Cash (Subrecipient's Funds)	$ -	$ -	$ -						
		In-Kind	$ -	$ -	$ -						
10	Indirect Costs	Cash (Subaward Sums)									
		Cash (Subrecipient's Funds)									
		In-Kind									
11	**Total Costs**	Cash (Subaward Sums)	$ -	$ -	$ -	6	**Total Funding**	Cash (Subaward Sums)	$ -	$ -	$ -
		Cash (Subrecipient's Funds)	$ -	$ -	$ -			Cash (Subrecipient's Funds)	$ -	$ -	$ -
		In-Kind	$ -	$ -	$ -			In-Kind	$ -	$ -	$ -
12	**GRAND TOTAL COSTS**		$ -	$ -	$ -	7	**GRAND TOTAL FUNDING**		$ -	$ -	$ -
VARIANCE (Total Costs - Total Funding)			$ -								

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

II. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SUBAWARD SUMS	(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	(J) TOTAL FUNDING	(K) VARIANCE
					(1) CASH	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
				(B*C*D)							(F+G+H+I)	(E - J)

II. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SUBAWARD SUMS	(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	(J) TOTAL FUNDING	(K) VARIANCE
				(B*C*D)	(1) CASH	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)

II. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SUBAWARD SUMS (1) CASH	(G) MATCH (1) CASH	(G) MATCH (2) IN-KIND	(H) NON-MATCH (1) CASH	(H) NON-MATCH (2) IN-KIND	(I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
SUBTOTAL PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TAXES **[Enter Rate]**					[Note 1]	[Note 1]	[Note 1]	[Note 1]	[Note 1]	[Note 1]		
BENEFITS **[Enter Rate]**					[Note 2]	[Note 2]	[Note 2]	[Note 2]	[Note 2]	[Note 2]		
GRAND TOTAL PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

III. 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)	(G) MATCH (1) IN-KIND	(H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)

III. 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)	(G) MATCH (1) IN-KIND	(H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)

III. 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)	(G) MATCH (1) IN-KIND	(H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

IV. BUDGET DETAIL - LOWER TIER SUBAWARDS

(A) LOWER TIER SUBRECIPIENT'S NAME AND DESCRIPTION OF SERVICES	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SUBAWARD SUMS (1) CASH	(G) MATCH (1) CASH	(G) MATCH (2) IN-KIND	(H) NON-MATCH (1) CASH	(H) NON-MATCH (2) IN-KIND	(I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
GRAND TOTAL LOWER TIER SUBAWARDS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

V. BUDGET DETAIL - LOWER TIER SUBAWARDS FOR CATERED FOOD

(A) LOWER TIER SUBRECIPIENT'S NAME	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SUBAWARD SUMS		(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME	(K) TOTAL FUNDING (G+H+I+J)	(L) VARIANCE (F - K)
						(1) CASH (OTHER)	(1) CASH (NSIP)	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
GRAND TOTAL LOWER TIER SUBAWARDS FOR CATERED FOOD					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's 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) SUBAWARD SUMS		(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
					(1) CASH (OTHER)	(1) CASH (NSIP)	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
American Meals													
Ethnic Meals													
GRAND TOTAL CATERED FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

VII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SUBAWARD SUMS (1) CASH	(G) MATCH (1) CASH	(G) MATCH (2) IN-KIND	(H) NON-MATCH (1) CASH	(H) NON-MATCH (2) IN-KIND	(I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

VIII. BUDGET DETAIL - EQUIPMENT

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SUBAWARD SUMS (1) CASH	(G) MATCH (1) CASH	(G) MATCH (2) IN-KIND	(H) NON-MATCH (1) CASH	(H) NON-MATCH (2) IN-KIND	(I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
GRAND TOTAL EQUIPMENT				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

IX. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) PROPOSED SUBAWARD SUMS (1) CASH	(G) MATCH (1) CASH	(G) MATCH (2) IN-KIND	(H) NON-MATCH (1) CASH	(H) NON-MATCH (2) IN-KIND	(I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

X. BUDGET DETAIL - INDIRECT COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SUBAWARD SUMS	(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	(J) TOTAL FUNDING	(K) VARIANCE
				(B*C*D)	(1) CASH	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)
INDIRECT COSTS											$ -	
Do indirect costs exceed ten percent (10%) of the allowable amount?												
GRAND TOTAL INDIRECT COSTS					$ -	$ -	$ -	$ -	$ -	$ -	$ -	

EXHIBIT W2
(BUDGET FOR TITLE III C-2 PROGRAM SERVICES)

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

[Mr/Ms]	[Enter Name of Project Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUMS		(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	(F) TOTAL FUNDING	(G) UNIT RATE		
	(1) CASH (OTHER)	(2) CASH (NSIP)	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)	(1) SUBAWARD SUMS	(2) SUBRECIPIENT'S FUNDS	(3) TOTAL FUNDING
Hot Meals								$ -			$ -
Frozen Meals								$ -			$ -
Emergency Meals								$ -			$ -
Grand Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			

EXHIBIT W3
(BUDGET FOR TITLE III B PROGRAM SERVICES)

Program Services: TITLE III B PROGRAM SERVICES (TELEPHONE REASSURANCE SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

[Mr/Ms]	[Enter Name of Project Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUMS	(C) MATCH		(D) NON-MATCH		(E) PROGRAM INCOME	(F) TOTAL FUNDING	(G) UNIT RATE		
								(1) SUBAWARD SUMS	(2) SUBRECIPIENT'S FUNDS	(3) TOTAL FUNDING
	(1) CASH	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)			
Telephone Calls							$ -			$ -
Grand Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -			

Program Services: TITLE III B PROGRAM SERVICES (TELEPHONE REASSURANCE SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1) Total Budgeted Costs	(B) COSTS (2) Telephone Calls Unit Rate	(C) FUNDING CATEGORIES			(D) FUNDING (1) Total Budgeted Funding	(D) FUNDING (2) Telephone Calls Unit Rate
1	Personnel	Cash (Subaward Sums)			1	Subaward Sums	Cash		
		Cash (Subrecipient's Funds)			2	Match	Cash (Subrecipient's Funds)		
		In-Kind					In-Kind		
2	Volunteers	In-Kind			3	Non-Match	Cash (Subrecipient's Funds)		
3	Other Costs	Cash (Subaward Sums)					In-Kind		
		Cash (Subrecipient's Funds)			4	Program Income	Cash (Subrecipient's Funds)		
		In-Kind			5	Proposer meets minimum match requirement.			
4	**Total Costs**	Cash (Subaward Sums)	$ -	$ -	6	**Total Funding**	Cash (Subaward Sums)	$ -	$ -
		Cash (Subrecipient's Funds)	$ -	$ -			Cash (Subrecipient's Funds)	$ -	$ -
		In-Kind	$ -	$ -			In-Kind	$ -	$ -
5	**GRAND TOTAL COSTS**		$ -	$ -	7	**GRAND TOTAL FUNDING**		$ -	$ -
VARIANCE (Total Costs - Total Funding)			$						-

Program Services: TITLE III B PROGRAM SERVICES (TELEPHONE REASSURANCE SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

II. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SUBAWARD SUMS	(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	(J) TOTAL FUNDING	(K) VARIANCE
					(1) CASH	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
				(B*C*D)							(F+G+H+I)	(E - J)

II. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SUBAWARD SUMS	(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	(J) TOTAL FUNDING	(K) VARIANCE
				(B*C*D)	(1) CASH	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)

II. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE	(B) % OF TIME ON PROGRAM	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SUBAWARD SUMS	(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	(J) TOTAL FUNDING	(K) VARIANCE
				(B*C*D)	(1) CASH	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)
SUBTOTAL PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TAXES **[Enter Rate]**					[Note 1]	[Note 1]	[Note 1]	[Note 1]	[Note 1]	[Note 1]		
BENEFITS **[Enter Rate]**					[Note 2]	[Note 2]	[Note 2]	[Note 2]	[Note 2]	[Note 2]		
GRAND TOTAL PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III B PROGRAM SERVICES (TELEPHONE REASSURANCE SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

III. 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)	(G) MATCH (1) IN-KIND	(H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)

III. 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)	(G) MATCH (1) IN-KIND	(H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)

III. 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)	(G) MATCH (1) IN-KIND	(H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$ -

Program Services: TITLE III B PROGRAM SERVICES (TELEPHONE REASSURANCE SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

IV. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SUBAWARD SUMS (1) CASH	(G) MATCH (1) CASH	(G) MATCH (2) IN-KIND	(H) NON-MATCH (1) CASH	(H) NON-MATCH (2) IN-KIND	(I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EXHIBIT X1
(MANDATED PROGRAM SERVICES FOR TITLE III C-1 PROGRAM)

Program Services:	**TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)**
Fiscal Year:	[Enter Fiscal Year]
Los Angeles County Region:	[Enter Los Angeles County Region]
Subaward Number:	[Enter Subaward Number)
Subrecipient's Legal Name:	[Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

[Mr/Ms]	[Enter Name of Project Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

Program Services: TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number)

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) NO. OF UNDUPLICATED CLIENTS	(D) UNITS OF SERVICE	(E) UNIT RATE	(F) FUNDING AMOUNT
American Meals	Subaward Sums				$ -
	Subrecipient's Funds				$ -
	Total			$ -	$ -
Ethnic Meals	Subaward Sums				$ -
	Subrecipient's Funds				$ -
	Total			$ -	$ -
GRAND TOTAL SERVICES/FUNDING		-	-		$ -

EXHIBIT X2
(MANDATED PROGRAM SERVICES FOR TITLE III C-2 PROGRAM)

Program Services:	**TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)**
Fiscal Year:	[Enter Fiscal Year]
Los Angeles County Region:	[Enter Los Angeles County Region]
Subaward Number:	[Enter Subaward Number)
Subrecipient's Legal Name:	[Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

[Mr/Ms]	[Enter Name of Project Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

Program Services: TITLE III C-2 PROGRAM SERVICES (HOME-DELIVERED MEAL SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number)

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) NO. OF UNDUPLICATED CLIENTS	(D) UNITS OF SERVICE	(E) UNIT RATE	(F) FUNDING AMOUNT
Hot Meals	Subaward Sums				$ -
	Subrecipient's Funds				$ -
	Total			$ -	$ -
Frozen Meals	Subaward Sums				$ -
	Subrecipient's Funds				$ -
	Total			$ -	$ -
Emergency Meals	Proposed Subaward Sums				$ -
	Proposer's Funds				$ -
	Total			$ -	$ -
GRAND TOTAL SERVICES/FUNDING		-	-		$ -

EXHIBIT X3
(MANDATED PROGRAM SERVICES FOR TITLE III B PROGRAM)

Program Services:	**TITLE III B PROGRAM SERVICES (TELEPHONE REASSURANCE SERVICES)**
Fiscal Year:	[Enter Fiscal Year]
Los Angeles County Region:	[Enter Los Angeles County Region]
Subaward Number:	[Enter Subaward Number]
Subrecipient's Legal Name:	[Enter Subrecipient's Legal Name]

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Subrecipient's Address Here]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

[Mr/Ms]	[Enter Name of Authorized Representative]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Authorized Representative**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

[Mr/Ms]	[Enter Name of Project Manager]	[Enter Job Title, Abbr if Nec]	[Enter #'s Only]		[E-Mail Address]
Prefix	**Primary/Secondary Contact for Program**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

Program Services: TITLE III B PROGRAM SERVICES (TELEPHONE REASSURANCE SERVICES)

Fiscal Year: [Enter Fiscal Year]

Los Angeles County Region: [Enter Los Angeles County Region]

Subaward Number: [Enter Subaward Number]

Subrecipient's Legal Name: [Enter Subrecipient's Legal Name]

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) NO. OF UNDUPLICATED CLIENTS	(D) UNITS OF SERVICE	(E) UNIT RATE	(F) FUNDING AMOUNT
Telephone Calls	Subaward Sums				$ -
	Subrecipient's Funds				$ -
	Total			$ -	$ -
GRAND TOTAL SERVICES/FUNDING		-	-		$ -

EXHIBIT Y
(LIST OF LOWER TIER SUBAWARDS)

Fiscal Year: _____

Program Services: _____

Lower Tier Subrecipient's Legal Name	Lower Tier Subrecipient's Address and Phone Number	Description of the Work/Services to be Performed	Lower Tier Subaward Number	Lower Tier Subaward Amount

EXHIBIT Z
(COST ALLOCATION PLAN)

EXHIBIT AA
(GUIDELINES FOR DEVELOPING BUDGET FOR TITLE III C-1 PROGRAM SERVICES)

GENERAL INFORMATION

1. Please use the following guidelines to complete the electronic version of Exhibit W1 (Budget for Title III C-1 Program Services) which has been developed as an Excel workbook.
2. Please note that there are three (3) types of Budget workbooks: Exhibit W1 (Budget for Title III C-1 Program Services); Exhibit W2 (Budget for Title III C-2 Program Services); and, Exhibit W3 (Budget for Title III B Program Services). These workbooks are identified by the Program Services that are indicated on the Cover Page (i.e., Title III C-1 Program Services, Title III C-2 Program Services or Title III B Program Services). Kindly use the correct workbook to provide and submit the requested information.
3. The Budget for the Title III C-1 Program Services workbook includes several sheets which are labeled as follows:
    a. Cover Page
    b. Budget Summary
    c. Budget Detail-Personnel
    d. Budget Detail-Volunteers
    e. Budget Detail-Lower Tier Subaward
    f. Budget Detail-Catered Food
    g. Budget Detail-Raw Food
    h. Budget Detail-Space
    i. Budget Detail-Equipment
    j. Budget Detail-Other Costs
    k. Budget Detail-Indirect Costs
4. 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.
5. The workbook has been protected to prevent changes to specific cells. Subrecipient 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 Subrecipient when County discovers any such attempts to alter the workbook in any manner. Such

remedies may include (but are not limited to) Subrecipient's disqualification from the solicitation process.

6. The workbook has been configured to automatically populate certain cells such as Program Services, Fiscal Year, Los Angeles County Region, etc. and to perform certain calculations such as Subtotals, Totals, Grand Totals, etc. on specific sheets.
7. 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).
8. The information provided in Exhibit W1 (Budget for Title III C-1 Program Services) may be used publically (e.g., directories, County's website, brochures, etc.).
9. To enter a hard return within a cell, press "Alt" and "Enter".
10. Subrecipient shall maintain documentation to support the information provided in this workbook. Upon request by County, Subrecipient 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 Subrecipient such as its legal name, address, contacts, etc.
2. Enter all requested information that is indicated by either a drop-down list of values or by blue font**.** Please note that some of this information (i.e., Program Services, Fiscal Year, Los Angeles County Region, etc.) will automatically populate on all other sheets of the workbook.
3. **Program Services**
    a. The title of the Program Services is pre-populated. Please be sure to use the correct workbook that 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:
        i. Placing the cursor in the cell and a drop-down arrow will appear on the right side of the cell.
        ii. Clicking the drop-down arrow and selecting the appropriate Fiscal Year.
5. **Los Angeles County Region**

a. Identify the Los Angeles County Region for which Program Services are being proposed by:

   i. Placing the cursor in the cell and a drop-down arrow will appear on the right side of the cell.

   ii. Clicking the drop-down arrow and selecting the appropriate Los Angeles County Region.

6. **Subrecipient's Legal Name**

   a. Enter the full legal name of Subrecipient's organization (please do not abbreviate). The name listed herein must match the name on Subrecipient'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 Subrecipient ("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 Subrecipient'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 the 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 a pre-formatted form (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.

11. **Program Funding Summary**

a. **Column (A) Service Category**

i. All of the available types of Program Services are listed herein: American Meals and Ethnic Meals.

ii. Grand Total

1. This field represents the grand total of all the information that is being reported and it is automatically calculated by adding all of the amounts entered for each line item.

2. Do not enter information in this field; the amount is automatically calculated.

b. **Column (B) Subaward Sums**

i. The Subaward Sums are monies that Subrecipient is requesting in response to this solicitation in order to provide Program Services (i.e., these are the total amount of grant funds Subrecipient expects to receive from County in the even that Subrecipient is granted a Subaward in response to this solicitation and Subrecipient will use

these funds in addition to Subrecipient's own resources to pay for the total Program operating costs). These monies are comprised of funds from Federal, State and/or Local resources, including but not limited to, the Older Americans Act ("OAA") Title III A (Nutrition Services Incentive Program) and OAA Title III C (Nutrition Services). These funds must be used to complete the overall implementation of the Title III C-1 Program Services identified in Exhibit A (Statement of Work).

ii. **Subaward Sums Cash (Other)**

1. Enter the amount of Subaward Sums, (excluding any anticipated OAA Title III A (Nutrition Services Incentive Program) ("OAA Title III A (NSIP)") funds which are defined in this Subsection 11.b.iii (Subaward Sums Cash (NSIP))), that Subrecipient is requesting for each Service Category listed. These amounts shall match the amounts reflected in Exhibit X1 (Mandated Program Services for Title III C-1 Program), Section I (Units of Service Summary), Column F (Funding Amount) for the Subaward Sums portion of funding for each Service Category listed.

iii. **Subaward Sums Cash (NSIP)**

1. Enter the amount of Subaward Sums which are designated as OAA Title III A (NSIP) funds and which Subrecipient is requesting for each Service Category listed.
2. These funds are only available for use when purchasing catered foods and/or raw foods. This amount is optional.

iv. The grand total of the Subaward Sums shall match the total amount reflected as the Subaward Sums Cash (Total) in Section I (Budget Summary), Column (D) Total Budgeted Funding, Line 1 (Subaward Sums). This grand total of the Subaward Sums shall also match the amount reflected in Exhibit X1 (Mandated Program Services for Title III C-1 Program), Section I (Units of Service Summary), Column F (Funding Amount) for the Subaward Sums portion of funding.

c. **Column (C) Match**

i. Program regulations require that Subrecipient provide a match contribution which may take the form of either a cash contribution or an in-kind contribution. The match contribution represents one of the resources provided by Subrecipient to offset the total Program operating costs. In essence, the match ensures that Subrecipient shares the Program's operating costs with County by providing a minimum required amount calculated as a percentage of the Subaward Sums (excluding any anticipated OAA Title III A

(NSIP) funds). As such, the grand total funding (which is the sum of the Subaward Sums (Cash Other and Cash NSIP), match, non-match and program income) includes monies provided by County (Cash Other and Cash NSIP) and monies/in-kind services provided by Subrecipient (match, non-match – *not used to meet match requirement* and program income – *not used to meet match requirement*).

ii. **Forms of Match Contributions**

1. **Match Cash Contribution**

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

2. **Match In-Kind Contribution**

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

iii. The minimum required match contribution for Title III C-1 Program Services is fifteen percent (15%) and it is calculated as a percentage of the Grant Funds (excluding any anticipated OAA Title III A (Nutrition Services Incentive Program) funds). To calculate the minimum required match, multiply the following items: Subaward Sums (Cash Other) * 0.15.

iv. Enter Match Cash and/or Match In-Kind:

1. Cash: Enter the match cash contributions that will be used to fund each Service Category listed. The grand total match cash contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 2 (Match) for match cash.

2. In-Kind: Enter the match in-kind contributions that will be used to fund each Service Category listed. The grand total match in-kind contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 2 (Match) for match in-kind.

d. **Column (D) Non-Match**

i. Non-Match contributions are resources that do not qualify as match contributions and/or are not budgeted as match contributions (e.g., Federal funds, overmatch, etc.) and may take the form of either cash contributions or in-kind contributions

ii. Enter Non-Match Cash and/or Non-Match In-Kind:

1. Cash: Enter the non-match cash contributions that will be used to fund each Service Category listed. The grand total non-match cash contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 3 (Non-Match) for non-match cash.

2. In-Kind: Enter the non-match in-kind contributions that will be used to fund each Service Category listed. The grand total non-match in-kind contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 3 (Non-Match) for non-match in-kind.

e. **Column (E) Program Income**

i. Program income is revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

1. Voluntary contributions received from Client or other party for Program Services received.

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

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

4. Proceeds from the sale of items created under the Subaward.

ii. Enter the anticipated amount of program income that will be used to fund each Service Category listed. The grand total program income shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 4 (Program Income).

f. **Column (F) Total Funding**

i. The total amount of funding from all sources needed to provide the Program Services is automatically calculated based on the information entered in Column B (Subaward Sums), Column C (Match), Column D (Non-Match) and Column E (Program Income). The grand total of funding shall match the grand total funding reflected in Section I (Budget Summary), Column (D) Total Budgeted Funding, Line 7 (Grand Total Funding).

ii. Do not enter information in this field; the amount is automatically calculated.

g. **Column (G) Unit Rate**

i. Enter the unit rate for each Service Category listed. Subrecipient may use whole numbers or decimal numbers for this amount. This information shall match the amount reflected in Exhibit X1 (Mandated Program Services for Title III C-1 Program), Section I (Units of Service Summary), Column E (Unit Rate) for each Service Category listed.

SECTION I (BUDGET SUMMARY)

1. This Section I (Budget Summary) provides a snapshot of the Program's operating costs for the Fiscal Year (where the most common types of Program costs are listed herein). This Section I (Budget Summary) also provides a snapshot of the most common sources of revenue which are used to pay for/fund the Program's operating costs for the Fiscal Year. This information is presented under the following Columns (and an explanation will be provided for each):

   a. Column (A) Cost Categories

   b. Column (B) Costs

   c. Column (C) Funding Categories

   d. Column (D) Funding

2. **Column (A) Cost Categories**

   a. For each cost category that applies to your operations, enter the following requested information: Cash (Subaward Sums), Cash (Subrecipient's Funds) and In-Kind.

      i. Cash (Subaward Sums): Enter the total costs that will be funded using the Subaward Sums.

      ii. Cash (Subrecipient's Funds): Enter the total costs that will be funded using Subrecipient's own cash funds (i.e., match cash, non-match cash and/or program income).

iii. In-Kind: Enter the total costs that will be funded using Subrecipient's in-kind resources (i.e., match in-kind and non-match in-kind).

b. Line 1 (Personnel)

   i. Refer to Section II (Budget Detail – Personnel) for detailed description.

c. Line 2 (Volunteers)

   i. Refer to Section III (Budget Detail – Volunteers) for detailed description.

d. Line 3 (Lower Tier Subawards)

   i. Refer to Section IV (Budget Detail – Lower Tier Subawards) for detailed description.

e. Line 4 (Lower Tier Subawards for Catered Food)

   i. Refer to Section V (Budget Detail – Lower Tier Subawards for Catered Food) for detailed description.

f. Line 5 (Raw Food)

   i. Refer to Section VI (Budget Detail – Raw Food) for detailed description.

g. Line 6 (Space)

   i. Refer to Section VII (Budget Detail – Space) for detailed description.

h. Line 7 (Equipment)

   i. Refer to Section VIII (Budget Detail – Equipment) for detailed description.

i. Line 8 (Other Costs)

   i. Refer to Section IX (Budget Detail – Other Costs) for detailed description.

j. Line 9 (Subtotal Direct Costs)

   i. The sum of the amounts reflected under personnel, volunteers, lower tier subawards, lower tier subawards for catered food, raw food, space, equipment and other costs. The subtotal is classified by cash and in-kind costs and it is calculated by adding all of the cash amounts to obtain the subtotal direct cost for cash obligations and by adding all of the in-kind amounts to obtain the subtotal direct cost for in-kind services.

k. Line 10 (Indirect Costs)

i. Refer to Section X (Budget Detail – Indirect Costs) for detailed description.

l. Line 11 (Total Costs)

i. The sum of the amounts reflected under personnel, volunteers, lower tier subawards, catered food, raw food, space, equipment, other costs and indirect costs. The total is classified by cash and in-kind costs and it is calculated by adding all of the cash amounts to obtain the total cost for cash obligations and by adding all of the in-kind amounts to obtain the total cost for in-kind services.

m. Line 12 (Grand Total Costs)

i. The sum of all costs which includes all cash and in-kind items.

3. **Column (B) Costs**

a. For each cost category that applies to your operations, enter the following requested information: Total Budgeted Costs, American Meals Unit Rate and Ethnic Meals Unit Rate.

i. Total Budgeted Costs: Enter the total amount of the cost based on the amount reflected in the corresponding budget detail section. This amount must be reflected as cash or in-kind.

ii. American Meals Unit Rate: The total budgeted costs for each cost category shall be reflected as a unit rate for both cash and in-kind costs.

iii. Ethnic Meals Unit Rate: The total budgeted costs for each cost category shall be reflected as a unit rate for both cash and in-kind costs.

b. Line 1 (Personnel)

i. Enter the total amount of personnel costs for cash obligations and in-kind services.

1. The total personnel costs for cash shall match the total of the amounts reported as cash in Section II (Budget Detail – Personnel), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total personnel costs for in-kind shall match the total of the amounts reported as in-kind in Section II (Budget Detail – Personnel), which is calculated by adding the following items: match in-kind and non-match in-kind.

c. Line 2 (Volunteers)

i. Enter the total amount of volunteer costs for in-kind services.

1. The total volunteer costs for in-kind shall match the total of the amounts reported as in-kind in Section III (Budget Detail – Volunteers), which is calculated by adding the following items: match in-kind and non-match in-kind.

d. Line 3 (Lower Tier Subawards)

i. Enter the total amount of lower tier subaward costs for cash obligations and in-kind services.

1. The total lower tier subaward costs for cash shall match the total of the amounts reported as cash in Section IV (Budget Detail – Lower Tier Subawards), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total lower tier subaward costs for in-kind shall match the total of the amounts reported as in-kind in Section IV (Budget Detail – Lower Tier Subawards), which is calculated by adding the following items: match in-kind and non-match in-kind.

e. Line 4 (Lower Tier Subawards for Catered Food)

i. Enter the total amount of catered food costs for cash obligations and in-kind services.

1. The total catered food costs for cash shall match the total of the amounts reported as cash in Section V (Budget Detail – Lower Tier Subawards for Catered Food), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total catered food costs for in-kind shall match the total of the amounts reported as in-kind in Section V (Budget Detail – Lower Tier Subawards for Catered Food), which is calculated by adding the following items: match in-kind and non-match in-kind.

f. Line 5 (Raw Food)

i. Enter the total amount of raw food costs for cash obligations and in-kind services.

1. The total raw food costs for cash shall match the total of the amounts reported as cash in Section VI (Budget Detail – Raw Food), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total raw food costs for in-kind shall match the total of the amounts reported as in-kind in Section VI (Budget Detail

– Raw Food), which is calculated by adding the following items: match in-kind and non-match in-kind.

g. Line 6 (Space)

   i. Enter the total amount of space costs for cash obligations and in-kind services.

      1. The total space costs for cash shall match the total of the amounts reported as cash in Section VII (Budget Detail – Space), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

      2. The total space costs for in-kind shall match the total of the amounts reported as in-kind in Section VII (Budget Detail – Space), which is calculated by adding the following items: match in-kind and non-match in-kind.

h. Line 7 (Equipment)

   i. Enter the total amount of equipment costs for cash obligations and in-kind services.

      1. The total equipment costs for cash shall match the total of the amounts reported as cash in Section VIII (Budget Detail – Equipment), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

      2. The total equipment costs for in-kind shall match the total of the amounts reported as in-kind in Section VIII (Budget Detail – Equipment), which is calculated by adding the following items: match in-kind and non-match in-kind.

i. Line 8 (Other Costs)

   i. Enter the total amount of other costs for cash obligations and in-kind services.

      1. The total of other costs for cash shall match the total of the amounts reported as cash in Section IX (Budget Detail – Other Costs), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

      2. The total of other costs for in-kind shall match the total of the amounts reported as in-kind in Section IX (Budget Detail – Other Costs), which is calculated by adding the following items: match in-kind and non-match in-kind.

j. Line 9 (Subtotal Direct Costs)

i. Do not enter information in this field; the amount is automatically calculated.

k. Line 10 (Indirect Costs)

i. Enter the total amount of indirect costs for cash obligations and in-kind services.

1. The total indirect costs for cash shall match the total of the amounts reported as cash in Section X (Budget Detail – Indirect Costs), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total indirect costs for in-kind shall match the total of the amounts reported as in-kind in Section X (Budget Detail – Indirect Costs), which is calculated by adding the following items: match in-kind and non-match in-kind.

l. Line 11 (Total Costs)

i. Do not enter information in this field; the amount is automatically calculated.

m. Line 12 (Grand Total Costs)

i. Do not enter information in this field; the amount is automatically calculated.

4. **Column (C) Funding Categories**

a. For each funding category that applies to your operations, enter the following requested information: Cash (Other), Cash (NSIP), Cash (Subrecipient's Funds) and In-Kind.

i. Cash (Other): Enter the total amount of funding your organization is requesting in order to provide Program Services (excluding OAA Title III A (NSIP) funds).

ii. Cash (NSIP): Enter the total amount of OAA Title III A (NSIP) funding your organization is requesting for catered foods and/or raw foods.

iii. Cash (Subrecipient's Funds): Enter the total amount of funding that Subrecipient will provide using its own cash funds (i.e., match cash, non-match cash and/or program income).

iv. In-Kind: Enter the total amount of funding that Subrecipient will provide using its own in-kind resources (i.e., match in-kind and non-match in-kind).

b. Line 1 (Subaward Sums)

i. Refer to Cover Page (Program Funding Summary) for detailed description.

c. Line 2 (Match)

i. Refer to Cover Page (Program Funding Summary) for detailed description.

d. Line 3 (Non-Match)

i. Refer to Cover Page (Program Funding Summary) for detailed description.

e. Line 4 (Program Income)

i. Refer to Cover Page (Program Funding Summary) for detailed description.

f. Line 5 (Subrecipient meets minimum match requirement.)

i. When the minimum match is met then a message will display indicating Subrecipient's compliance with the requirement. In the event that the minimum match requirement is not met, a message will display indicating that Subrecipient has not met the required match contribution. Upon such occurrence, Subrecipient shall make the necessary corrections to the appropriate budget detail section(s). It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

g. Line 6 (Total Funding)

i. The sum of all sources of funding, classified by cash and in-kind resources. All cash amounts are added together (i.e., Subaward Sums, match cash, non-match cash and program income). All in-kind amounts are added together (i.e., match in-kind and non-match in-kind).

h. Line 7 (Grand Total Funding)

i. The sum of all sources of funding which includes all cash and in-kind sources. The Subaward Sums, match, non-match and program income amounts are added together and the sum is the Grand Total Funding.

5. **Column (D) Funding**

a. For each funding category that applies to your operations, enter the following requested information: Total Budgeted Funding, American Meals Unit Rate and Ethnic Meals Unit Rate.

i. Total Budgeted Funding: Enter the total amount of the funding based on the amount reflected in the corresponding budget detail section. This amount must be reflected as cash or in-kind.

ii. American Meals Unit Rate: The total budgeted funding for each funding category shall be reflected as a unit rate for both cash and in-kind items.

iii. Ethnic Meals Unit Rate: The total budgeted funding for each funding category shall be reflected as a unit rate for both cash and in-kind items.

b. Line 1 (Subaward Sums)

i. Enter the Subaward Sums for each funding source. The total of these amounts shall match the sum of all the Subaward Sum amounts entered in the budget detail sections under Column (F) Subaward Sums, excluding Section III (Budget Detail – Volunteers).

c. Line 2 (Match)

i. Match (Cash): Enter the total amount of match cash. This amount shall match the sum of all the match cash amounts entered in the budget detail sections under Column (G) Match (Cash), excluding Section III (Budget Detail – Volunteers).

ii. Match (In-Kind): Enter the total amount of match in-kind. This amount shall match the sum of all the match in-kind amounts entered in the budget detail sections under Column (G) Match (In-Kind).

d. Line 3 (Non-Match)

i. Non-Match (Cash): Enter the total amount of non-match cash. This amount shall match the sum of all the non-match cash amounts entered in the budget detail sections under Column (H) Non-Match (Cash), excluding Section III (Budget Detail – Volunteers).

ii. Non-Match (In-Kind): Enter the total amount of non-match in-kind. This amount shall match the sum of all the non-match in-kind amounts entered in the budget detail sections under Column (H) Non-Match (In-Kind).

e. Line 4 (Program Income)

i. Enter the total amount of program income. This amount shall match the sum of all the program income amounts entered in the budget detail sections under Column (I) Program Income, excluding Section III (Budget Detail – Volunteers).

f. Line 5 (Subrecipient meets minimum match requirement.)

i. Do not enter information in this field; the result is automatically determined.

g. Line 6 (Total Funding)

i. Do not enter information in this field; the amount is automatically calculated.

h. Line 7 (Grand Total Funding)

i. Do not enter information in this field; the amount is automatically calculated.

6. **Variance**

a. If the Grand Total Costs and the Grand Total Funding do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate budget detail section(s). It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

b. Do not enter information in this field; the variance is automatically calculated.

SECTION II (BUDGET DETAIL – PERSONNEL)

1. This Section II (Budget Detail – Personnel) provides details of Subrecipient's personnel costs for staff employed by Subrecipient (volunteer information is provided in Section III (Budget Detail – Volunteers)). Each of the following Columns of information will be discussed:

a. Column (A) Position Title

b. Column (B) % of Time on Program

c. Column (C) Monthly Salary

d. Column (D) No. of Months

e. Column (E) Total Costs

f. Column (F) Subaward Sums

g. Column (G) Match

h. Column (H) Non-Match

i. Column (I) Program Income

j. Column (J) Total Funding

k. Column (K) Variance

2. **Column (A) Position Title**

a. Enter the title for each staff person's position when the following conditions are met:

i. Any portion of this individual's salary will be: paid by the Subaward Sums; used to meet the match requirement such as when individual's salary is paid by other funding sources; and/or, funded by non-match and/or program income.

ii. This individual's work/services either directly or indirectly benefit(s) the Program Services.

b. List every position title even when there are multiple staff with the same position title.

c. Subtotal Personnel

i. This field represents the total of all personnel costs for employee salaries (it does not include costs for employer payroll taxes and employer-sponsored benefits for employees).

ii. Do not enter information in this field; the amount is automatically calculated.

d. Taxes

i. Enter the rate which will be used to calculate the total amount of employer payroll taxes to be paid by Subrecipient for its employees. You may enter either whole numbers (e.g., 10) and/or fractional numbers (e.g., 10.5) and the information will display as a percentage (e.g., 10% or 10.50%, respectively).

ii. The number entered here will automatically calculate the total cost of taxes under Column (E) Total Costs.

iii. Note 1: Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

e. Benefits

i. Enter the rate which will be used to calculate the total amount of employee benefits to be paid by Subrecipient for its employees (employer-sponsored benefits for employees). You may enter either whole numbers (e.g., 10) and/or fractional numbers (e.g., 10.5) and the information will display as a percentage (e.g., 10% or 10.50%, respectively).

ii. The number entered here will automatically calculate the total cost of benefits under Column (E) Total Costs.

iii. Note 2: Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

f. Grand Total Personnel

i. This field represents the grand total of all personnel costs (including salary costs, employer payroll taxes and employer-sponsored benefits for employees) as well as all funding reported.

ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) % of Time on Program**
    a. Enter the amount of time that the individual will work on the Program. Enter whole numbers only (e.g., enter 50 which will indicate that the individual will spend fifty percent (50%) of his/her time working on the Program).
4. **Column (C) Monthly Salary**
    a. Enter the individual's monthly salary. Enter whole numbers only. Do not enter hourly rates. Determine the monthly salary if the individual is paid by an hourly rate.
5. **Column (D) No. of Months**
    a. Enter the number of months that the individual will work on the Program during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.
6. **Column (E) Total Costs**
    a. The total salary cost for the individual will automatically calculate by multiplying the following items: % of time on Program, monthly salary and no. of months. As such, these fields must have data entered before this total will calculate.
    b. Do not enter information in this field; the amount is automatically calculated.
7. **Column (F) Subaward Sums**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this individual's salary. Enter whole numbers only.
8. **Column (G) Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Match In-Kind for Personnel: When Subrecipient intends to donate the services of this individual then these services shall be valued at the individual's regular paid salary (exclusive of fringe benefits and indirect costs), provided that the services are in the same skill for which the individual is normally paid. If the services are not in the same skill for which the individual is normally paid then Subrecipient shall use the fair market value to determine the individual's salary for purposes of this Budget.

c. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this individual's salary when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this individual's salary when Subrecipient does not intend to (or cannot) use this funding source to meet the match requirement.
10. **Column (I) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total cost of this individual's salary.
11. **Column (J) Total Funding**
    a. The total amount of funding from all resources, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
12. **Column (K) Variance**
    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION III (BUDGET DETAIL – VOLUNTEERS)

1. This Section III (Budget Detail – Volunteers) provides details of the volunteers used by Subrecipient in the operation of the Program (paid staff information is provided in Section II (Budget Detail – Personnel)). Each of the following Columns of information will be discussed:
    a. Column (A) Position Title

b. Column (B) Number of Positions
c. Column (C) % of Time on Program
d. Column (D) Monthly Salary Equivalent
e. Column (E) No. of Months
f. Column (F) Total Salary Equivalent
g. Column (G) Match
h. Column (H) Non-Match
i. Column (I) Total In-Kind
j. Column (J) Variance

2. **Column (A) Position Title**
   a. Volunteer is an individual who performs hours of service for civic, charitable or humanitarian reasons without promise, expectation or receipt of compensation for services rendered.
   b. Enter the title for each volunteer's position when the following conditions are met:
      i. Any portion of this individual's salary equivalent will be: used to meet the match requirement (as match in-kind) and/or classified as a non-match resource (as non-match in-kind).
      ii. This individual's work/services either directly or indirectly benefit(s) the Program Services.
      iii. The work/services provided by the individual are less than a full-time occupation.
      iv. The work/services are offered freely by the individual and without pressure or coercion from Subrecipient.
      v. The work/services provided by the individual are of the kind typically associated with volunteer work.
      vi. The individual does not displace Subrecipient's paid employees/staff/personnel.
      vii. The individual does not receive or expect compensation from Subrecipient in exchange for his/her services.
   c. Grand Total Volunteers
      i. This field represents the grand total of all volunteer activities.
      ii. Do not enter information in this field; the amount is automatically calculated.
3. **Column (B) Number of Positions**

a. If more than one (1) volunteer holds this position, enter the number of volunteers who function in the same capacity of this position.

4. **Column (C) % of Time on Program**

   a. Enter the amount of time that the individual will work on the Program. Enter whole numbers only (e.g., enter 50 which will indicate that the individual will spend fifty percent (50%) of his/her time working on the Program).

5. **Column (D) Monthly Salary Equivalent**

   a. 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 (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 then Subrecipient may only report up to $750 of volunteer services as match in-kind).

   b. The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services shall be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent shall be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

   c. Enter the individual's monthly salary equivalent (where the salary equivalent is determined based on the value of the volunteer's work/services). Enter whole numbers only. Do not enter hourly rates.

6. **Column (E) No. of Months**

   a. Enter the number of months that the individual will work on the Program during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

7. **Column (F) Total Salary Equivalent**

   a. The total salary equivalent for the individual will automatically calculate by multiplying the following items: number of positions, % of time on Program, monthly salary equivalent and no. of months. As such, these fields must have data entered before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

b. Enter the total amount of match in-kind that represents any portion of this individual's salary equivalent which Subrecipient intends to use to meet the match requirement.

9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match in-kind that represents any portion of this individual's salary equivalent which Subrecipient does not intend to (or cannot) use to meet the match requirement.
10. **Column (I) Total In-Kind**
    a. The total in-kind funding will automatically calculate by adding the following items: match in-kind and non-match in-kind.
    b. Do not enter information in this field; the amount is automatically calculated.
11. **Column (J) Variance**
    a. If the total salary equivalent (Column (F) Total Salary Equivalent) and the total in-kind (Column (I) Total In-Kind) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION IV (BUDGET DETAIL – LOWER TIER SUBAWARDS)

1. This Section IV (Budget Detail – Lower Tier Subawards) provides details of Subrecipient's Lower Tier Subaward costs when Subrecipient intends to use a third-party vendor(s) to provide Program Services. Each of the following Columns of information will be discussed:
    a. Column (A) Lower Tier Subrecipient's Name and Description of Services
    b. Column (B) Unit Cost
    c. Column (C) No. of Units
    d. Column (D) No. of Months
    e. Column (E) Total Costs
    f. Column (F) Subaward Sums
    g. Column (G) Match

h. Column (H) Non-Match

i. Column (I) Program Income

j. Column (J) Total Funding

k. Column (K) Variance

2. **Column (A) Lower Tier Subrecipient's Name and Description of Services**

   a. Enter the name of the Lower Tier Subrecipient as indicated in the anticipated Lower Tier Subaward and include a brief description of the services to be provided by Lower Tier Subrecipient. This information shall match the information provided in Exhibit Y (List of Lower Tier Subawards).

   b. Grand Total Lower Tier Subawards

      i. This field represents the grand total of all Lower Tier Subaward costs and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.

      ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**

   a. Enter the monthly cost for each unit of Service to be provided/delivered by Lower Tier Subrecipient (i.e., unit cost for deliverables). The unit cost shall reflect the actual cost of the Service as closely as possible. While unit costs may vary from month to month, please provide the best estimated unit cost. Enter whole numbers only.

4. **Column (C) No. of Units**

   a. Enter the number of units/deliverables to be provided by Lower Tier Subrecipient on a monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which costs will be incurred for the units/deliverables that are provided by Lower Tier Subrecipient during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total Lower Tier Subaward costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must have data entered before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this Lower Tier Subaward. Enter whole numbers only.
8. **Column (G) Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this Lower Tier Subaward when Subrecipient intends to use this resource to meet the match requirement.
9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this Lower Tier Subaward when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.
10. **Column (I) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total Lower Tier Subaward costs.
11. **Column (J) Total Funding**
    a. The sum of all sources of funding, including cash and in-kind resources will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
12. **Column (K) Variance**
    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION V (BUDGET DETAIL – LOWER TIER SUBAWARDS FOR CATERED FOOD)

1. This Section V (Budget Detail – Lower Tier Subawards for Catered Food) provides details of Subrecipient's catered food costs (when Subrecipient intends to use caterers to supply meals). Subrecipient may only use caterers who are approved by County. Each of the following Columns of information will be discussed:
    a. Column (A) Lower Tier Subrecipient's Name
    b. Column (B) Service Category
    c. Column (C) Unit Cost
    d. Column (D) No. of Units
    e. Column (E) No. of Months
    f. Column (F) Total Costs
    g. Column (G) Subaward Sums
    h. Column (H) Match
    i. Column (I) Non-Match
    j. Column (J) Program Income
    k. Column (K) Total Funding
    l. Column (L) Variance
2. **Column (A) Lower Tier Subrecipient's Name**
    a. Enter the name of the Lower Tier Subrecipient as indicated in the anticipated Lower Tier Subaward for catered foods. This information shall match the information provided in Exhibit Y (List of Lower Tier Subawards).
    b. Grand Total Lower Tier Subawards
        i. This field represents the grand total of all Lower Tier Subaward costs and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.
        ii. Do not enter information in this field; the amount is automatically calculated.
3. **Column (B) Service Category**
    a. All of the available types of Program Services are listed herein. Select from the list of values as follows:

i. Place the cursor in the cell and a drop-down arrow will appear on the right side of the cell.

ii. Click the drop-down arrow and select the appropriate Program Service.

4. **Column (C) Unit Cost**

   a. Enter the monthly cost for each unit of Service to be provided/delivered by caterer (i.e., unit cost for deliverables). The unit cost shall reflect the actual cost of the deliverable as closely as possible.

5. **Column (D) No. of Units**

   a. Enter the number of units/deliverables to be provided by caterer on a monthly basis. Enter whole numbers only.

6. **Column (E) No. of Months**

   a. Enter the number of months in which costs will be incurred for the units/deliverables that are provided by caterer during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

7. **Column (F) Total Costs**

   a. The total caterer costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must have data entered before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

8. **Column (G) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this catered food. Enter whole numbers only.

9. **Column (H) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this catered food when Subrecipient intends to use this resource to meet the match requirement.

10. **Column (I) Non-Match**

    a. Refer to Cover Page (Program Funding Summary) for detailed description.

    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this

catered food when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.

11. **Column (J) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total catered food costs.
12. **Column (K) Total Funding**
    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
13. **Column (L) Variance**
    a. If the total costs (Column (F) Total Costs) and the total funding (Column (K) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION VI (BUDGET DETAIL – RAW FOOD)

1. This Section VI (Budget Detail – Raw Food) provides details of Subrecipient's raw food costs (when Subrecipient intends to prepare its meals using a central kitchen facility). Each of the following Columns of information will be discussed:
    a. Column (A) Service Category
    b. Column (B) Unit Cost
    c. Column (C) No. of Units
    d. Column (D) No. of Months
    e. Column (E) Total Costs
    f. Column (F) Subaward Sums
    g. Column (G) Match

h. Column (H) Non-Match

i. Column (I) Program Income

j. Column (J) Total Funding

k. Column (K) Variance

2. **Column (A) Service Category**

   a. All of the available types of Program Services are listed herein.

   b. Grand Total Raw Food

      i. This field represents the grand total of all raw food costs and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.

      ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**

   a. Enter the monthly cost for each unit of Service to be purchased by Subrecipient (i.e., unit cost for deliverables).

4. **Column (C) No. of Units**

   a. Enter the number of units/deliverables to be purchased by Subrecipient on a monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which costs will be incurred for the units/deliverables that are purchased by Subrecipient during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total raw food costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must have data entered before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this raw food. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this raw food when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this raw food when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.
10. **Column (I) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total raw food costs.
11. **Column (J) Total Funding**
    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
12. **Column (K) Variance**
    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION VII (BUDGET DETAIL – SPACE)

1. This Section VII (Budget Detail – Space) provides details of Subrecipient's space costs when such costs include spaces that are rented or leased as well as any repairs and/or maintenance costs when any of these costs are necessary and beneficial to provide Program Services. Each of the following Columns of information will be discussed:

a. Column (A) Name of Location and Description
b. Column (B) Unit Cost
c. Column (C) No. of Units
d. Column (D) No. of Months
e. Column (E) Total Costs
f. Column (F) Subaward Sums
g. Column (G) Match
h. Column (H) Non-Match
i. Column (I) Program Income
j. Column (J) Total Funding
k. Column (K) Variance

2. **Column (A) Name of Location and Description**

   a. Name of Location: Enter the name of the location such as the business name, building name, etc. (e.g., ABC Senior Center). List each space which is rented/leased and those spaces which require repairs, maintenance, etc. when those costs are necessary and beneficial to provide Program Services.

   a. Description

      i. Space – Rented/Leased: Enter the physical address of the location where the space is situated (e.g., 1234 Main Street, Los Angeles, CA 90000).

      ii. Space – Repairs: Enter a general description of the type of repairs that will be needed for the space when such repairs are necessary in order to provide Program Services.

      iii. Space – Maintenance: Enter a general description of the type of maintenance services that will be needed for the space when such services are necessary in order to provide Program Services.

   b. Grand Total Space

      i. This field represents the grand total of all space costs (including rentals, leases, repairs and maintenance costs) and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.

      ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**

a. Space – Rented/Leased: Enter the monthly cost for each square foot of space. This cost must be based on the fair market value of the space. Generally, when the cost exceeds $2.00 per square foot then Subrecipient shall provide documentation with its Budget to support this cost.

b. Space – Repairs: Enter the monthly unit cost for repairs. While the unit cost may vary from month to month, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.

c. Space – Maintenance: Enter the monthly unit cost for maintenance. While the unit cost may vary from month to month, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.

4. **Column (C) No. of Units**

   a. Space – Rented/Leased: Enter the total square feet of space that will be used on a monthly basis. Enter whole numbers only.

   b. Space – Repairs: Enter the number of repairs to be completed on a per unit monthly basis. Enter whole numbers only.

   c. Space – Maintenance: Enter the number of maintenance services to be completed on a per unit monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which Subrecipient will incur space costs during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total space costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must contain numerical data before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this space. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this space when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this space when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.
10. **Column (I) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total space costs.
11. **Column (J) Total Funding**
    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
12. **Column (K) Variance**
    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION VIII (BUDGET DETAIL – EQUIPMENT)

1. This Section VIII (Budget Detail – Equipment) provides details of Subrecipient's equipment costs when such costs include items that are purchased, leased and rented as well as any repairs and/or maintenance costs when any of these costs are necessary and beneficial to provide Program Services. Each of the following Columns of information will be discussed:
    a. Column (A) Description
    b. Column (B) Unit Cost
    c. Column (C) No. of Units

d. Column (D) No. of Months
e. Column (E) Total Costs
f. Column (F) Subaward Sums
g. Column (G) Match
h. Column (H) Non-Match
i. Column (I) Program Income
j. Column (J) Total Funding
k. Column (K) Variance

2. **Column (A) Description**
    a. Equipment – Purchase, Rental and Lease: Enter a description of the equipment that Subrecipient intends to purchase, rent and/or lease and include the model number, brand name, etc. Please refer to Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies) for requirements related to equipment purchases.
    b. Equipment – Repairs: Enter a general description for the type of repairs that will be needed for the equipment when such repairs are necessary in order to perform Program Services.
    c. Equipment – Maintenance: Enter a general description for the type of maintenance services that will be needed for the equipment when such services are necessary in order to perform Program Services.
    d. Grand Total Equipment
        i. This field represents the grand total of all equipment costs (including purchases, rentals, leases, repairs and maintenance costs) and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.
        ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**
    a. Equipment – Purchase, Rental and Lease: Enter the monthly unit cost for each item that is purchased, rented and/or leased.
    b. Equipment – Repairs: Enter the monthly unit cost for repairs. While the unit cost may vary from month to month, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.
    c. Equipment – Maintenance: Enter the monthly unit cost for maintenance. While the unit cost may vary from month to month, Subrecipient shall

reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.

4. **Column (C) No. of Units**
    a. Equipment – Purchase, Rental and Lease: Enter the number of items to be purchased, rented and/or leased on a monthly basis. Enter whole numbers only.
    b. Equipment – Repairs: Enter the number of repairs to be completed on a per unit monthly basis. Enter whole numbers only.
    c. Equipment – Maintenance: Enter the number of maintenance services to be completed on a per unit monthly basis. Enter whole numbers only.
5. **Column (D) No. of Months**
    a. Enter the number of months in which Subrecipient will incur equipment costs during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.
6. **Column (E) Total Costs**
    a. The total equipment costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must have data entered before this total will calculate.
    b. Do not enter information in this field; the amount is automatically calculated.
7. **Column (F) Subaward Sums**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this equipment. Enter whole numbers only.
8. **Column (G) Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this equipment when Subrecipient intends to use this resource to meet the match requirement.
9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this equipment when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.

10. **Column (I) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total equipment costs.
11. **Column (J) Total Funding**
    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
12. **Column (K) Variance**
    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION IX (BUDGET DETAIL - OTHER COSTS)

1. This Section IX (Budget Detail – Other Costs) provides details of Subrecipient's other costs when these costs are necessary and beneficial to provide Program Services. Each of the following Columns of information will be discussed:
    a. Column (A) Description
    b. Column (B) Unit Cost
    c. Column (C) No. of Units
    d. Column (D) No. of Months
    e. Column (E) Total Costs
    f. Column (F) Subaward Sums
    g. Column (G) Match
    h. Column (H) Non-Match
    i. Column (I) Program Income
    j. Column (J) Total Funding

k. Column (K) Variance

2. **Column (A) Description**

   a. In addition to the costs identified in the other budget detail sections (i.e., personnel, lower tier subawards, space, etc.), there are other costs that may be necessary for Subrecipient to provide Program Services and these costs must be captured in Subrecipient's budget. Some of these other Program costs are listed herein (i.e., accounting services, advertising, audit services, etc.). Select from the list of values as follows:

      i. Place the cursor in the cell and a drop-down arrow will appear on the right side of the cell.

      ii. Click the drop-down arrow and select the appropriate Other Cost Description.

   b. If a cost category is not included in the prepopulated list, please enter a description of that cost in the cell.

   c. Grand Total Other Costs

      i. This field represents the grand total of all other costs and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.

      ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**

   a. Enter the monthly cost for each unit of Service to be provided, delivered, purchased, rented and/or leased. While the unit cost may vary from month to month for some items, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.

   b. Mileage Cost: The cost per mile shall not exceed County's approved mileage rate which is currently $0.51 per mile (as of April 2016).

4. **Column (C) No. of Units**

   a. Enter the number of units/deliverables to be purchased by Subrecipient on a monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which Subrecipient will incur other costs during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total cost for each line item will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must contain numerical data before this total will calculate.

b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this line item. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this line item when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this line item when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.

10. **Column (I) Program Income**

    a. Refer to Cover Page (Program Funding Summary) for detailed description.

    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total cost of each line item.

11. **Column (J) Total Funding**

    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.

    b. Do not enter information in this field; the amount is automatically calculated.

12. **Column (K) Variance**

    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

b. Do not enter information in this field; the variance is automatically calculated.

SECTION X (BUDGET DETAIL - INDIRECT COSTS)

1. This Section X (Budget Detail – Indirect Costs) provides details of Subrecipient's indirect costs when these costs are necessary and beneficial to provide Program Services. Each of the following Columns of information will be discussed:
    a. Column (A) Description
    b. Column (B) Unit Cost
    c. Column (C) No. of Units
    d. Column (D) No. of Months
    e. Column (E) Total Costs
    f. Column (F) Subaward Sums
    g. Column (G) Match
    h. Column (H) Non-Match
    i. Column (I) Program Income
    j. Column (J) Total Funding
    k. Column (K) Variance
2. **Column (A) Description**
    a. **Indirect Costs**
        i. Indirect costs are those expenses that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies and costs related to general administration of Subrecipient's organization.
        ii. The maximum amount of indirect costs that will be payable under this Subaward is limited to ten percent (10%) of Subrecipient's direct cash costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind contribution and used to meet the match requirement.
        iii. Subrecipient has the option of negotiating an indirect cost rate(s) for use on its Federal programs. Subrecipient must submit a cost allocation plan to the Federal agency providing the majority of funds to Subrecipient's organization. Refer to Exhibit Q (Accounting,

Administration and Reporting Requirements) and CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards) for additional requirements on cost allocation and indirect costs.

iv. For 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).

v. Enter the total amount of indirect costs for these Program Services.

b. **Do indirect costs exceed ten percent (10%) of the allowable amount?**

i. When the Subaward Sums reflects an amount that is less than or equal to the ten percent (10%) allowed for indirect costs then a message will display indicating Subrecipient's compliance with the requirement. In the event that this amount exceeds the maximum allowable indirect cost, a message will display indicating that Subrecipient has exceeded the allowable amount. Upon such occurrence, Subrecipient shall make the necessary corrections.

c. **Grand Total Indirect Costs**

i. This field represents the grand total of the indirect costs and the grand total of each funding source. This amount is automatically calculated based on the information entered.

ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**

a. Subrecipient may allocate up to ten percent (10%) of Subrecipient's direct cash costs, excluding in-kind contributions and nonexpendable equipment as indirect costs. Subrecipient may use any cost above the ten percent (10%) maximum as a match in-kind.

b. Enter the indirect cost as a monthly unit expense that will be incurred as deliverables are provided to Subrecipient. While the unit cost may vary from month to month, Subrecipient shall reflect the actual indirect cost as closely as possible. Enter whole numbers only.

4. **Column (C) No. of Units**

a. Enter the indirect cost as a unit of measurement/deliverables to be provided on a monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which Subrecipient will incur indirect costs during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total indirect costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must contain numerical data before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this line item. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this line item when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this line item when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.

10. **Column (I) Program Income**

    a. Refer to Cover Page (Program Funding Summary) for detailed description.

    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total indirect costs.

11. **Column (J) Total Funding**

    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward

Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.

b. Do not enter information in this field; the amount is automatically calculated.

12. **Column (K) Variance**

a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

b. Do not enter information in this field; the variance is automatically calculated.

EXHIBIT BB
(GUIDELINES FOR DEVELOPING BUDGET FOR TITLE III C-2 PROGRAM SERVICES)

GENERAL INFORMATION

1. Please use the following guidelines to complete the electronic version of Exhibit W2 (Budget for Title III C-2 Program Services) which has been developed as an Excel workbook.
2. Please note that there are three (3) types of Budget workbooks: Exhibit W1 (Budget for Title III C-1 Program Services); Exhibit W2 (Budget for Title III C-2 Program Services); and, Exhibit W3 (Budget for Title III B Program Services). These workbooks are identified by the Program Services that are indicated on the Cover Page (i.e., Title III C-1 Program Services, Title III C-2 Program Services or Title III B Program Services). Kindly use the correct workbook to provide and submit the requested information.
3. The Budget for the Title III C-2 Program Services workbook includes several sheets which are labeled as follows:
    a. Cover Page
    b. Budget Summary
    c. Budget Detail-Personnel
    d. Budget Detail-Volunteers
    e. Budget Detail-Lower Tier Subaward
    f. Budget Detail-Catered Food
    g. Budget Detail-Raw Food
    h. Budget Detail-Space
    i. Budget Detail-Equipment
    j. Budget Detail-Other Costs
    k. Budget Detail-Indirect Costs
4. 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.
5. The workbook has been protected to prevent changes to specific cells. Subrecipient 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 Subrecipient when County discovers any such attempts to alter the workbook in any manner. Such

remedies may include (but are not limited to) Subrecipient's disqualification from the solicitation process.

6. The workbook has been configured to automatically populate certain cells such as Program Services, Fiscal Year, Los Angeles County Region, etc. and to perform certain calculations such as Subtotals, Totals, Grand Totals, etc. on specific sheets.
7. 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).
8. The information provided in Exhibit W2 (Budget for Title III C-2 Program Services) may be used publically (e.g., directories, County's website, brochures, etc.).
9. To enter a hard return within a cell, press "Alt" and "Enter".
10. Subrecipient shall maintain documentation to support the information provided in this workbook. Upon request by County, Subrecipient 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 Subrecipient such as its legal name, address, contacts, etc.
2. Enter all requested information that is indicated by either a drop-down list of values or by blue font**.** Please note that some of this information (i.e., Program Services, Fiscal Year, Los Angeles County Region, etc.) will automatically populate on all other sheets of the workbook.
3. **Program Services**
    a. The title of the Program Services is pre-populated. Please be sure to use the correct workbook that 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:
        i. Placing the cursor in the cell and a drop-down arrow will appear on the right side of the cell.
        ii. Clicking the drop-down arrow and selecting the appropriate Fiscal Year.
5. **Los Angeles County Region**

a. Identify the Los Angeles County Region for which Program Services are being proposed by:

   i. Placing the cursor in the cell and a drop-down arrow will appear on the right side of the cell.

   ii. Clicking the drop-down arrow and selecting the appropriate Los Angeles County Region.

6. **Subrecipient's Legal Name**

   a. Enter the full legal name of Subrecipient's organization (please do not abbreviate). The name listed herein must match the name on Subrecipient'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 Subrecipient ("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 Subrecipient'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 the 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 a pre-formatted form (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.

11. **Program Funding Summary**

a. **Column (A) Service Category**

i. All of the available types of Program Services are listed herein: Hot Meals, Frozen Meals and Emergency Meals.

ii. Grand Total

1. This field represents the grand total of all the information that is being reported and it is automatically calculated by adding all of the amounts entered for each line item.

2. Do not enter information in this field; the amount is automatically calculated.

b. **Column (B) Subaward Sums**

i. The Subaward Sums are monies that Subrecipient is requesting in response to this solicitation in order to provide Program Services (i.e., these are the total amount of grant funds Subrecipient expects to receive from County in the even that Subrecipient is granted a Subaward in response to this solicitation and Subrecipient will use

these funds in addition to Subrecipient's own resources to pay for the total Program operating costs). These monies are comprised of funds from Federal, State and/or Local resources, including but not limited to, the Older Americans Act ("OAA") Title III A (Nutrition Services Incentive Program) and OAA Title III C (Nutrition Services). These funds must be used to complete the overall implementation of the Title III C-2 Program Services identified in Exhibit A (Statement of Work).

ii. **Subaward Sums Cash (Other)**

1. Enter the amount of Subaward Sums, (excluding any anticipated OAA Title III A (Nutrition Services Incentive Program) ("OAA Title III A (NSIP)") funds which are defined in this Subsection 11.b.iii (Subaward Sums Cash (NSIP))), that Subrecipient is requesting for each Service Category listed. These amounts shall match the amounts reflected in Exhibit X2 (Mandated Services for Title III C-2 Program), Section I (Units of Service Summary), Column F (Funding Amount) for the Subaward Sums portion of funding for each Service Category listed.

iii. **Subaward Sums Cash (NSIP)**

1. Enter the amount of Subaward Sums which are designated as OAA Title III A (NSIP) funds and which Subrecipient is requesting for each Service Category listed.
2. These funds are only available for use when purchasing catered foods and/or raw foods. This amount is optional.

iv. The grand total of the Subaward Sums shall match the total amount reflected as the Subaward Sums Cash (Total) in Section I (Budget Summary), Column (D) Total Budgeted Funding, Line 1 (Subaward Sums). This grand total of the Subaward Sums shall also match the amount reflected in Exhibit X2 (Mandated Services for Title III C-2 Program), Section I (Units of Service Summary), Column F (Funding Amount) for the Subaward Sums portion of funding.

c. **Column (C) Match**

i. Program regulations require that Subrecipient provide a match contribution which may take the form of either a cash contribution or an in-kind contribution. The match contribution represents one of the resources provided by Subrecipient to offset the total Program operating costs. In essence, the match ensures that Subrecipient shares the Program's operating costs with County by providing a minimum required amount calculated as a percentage of the Subaward Sums (excluding any anticipated OAA Title III A (NSIP) funds). As such, the grand total funding (which is the sum

of the Subaward Sums (Cash Other and Cash NSIP), match, non-match and program income) includes monies provided by County (Cash Other and Cash NSIP) and monies/in-kind services provided by Subrecipient (match, non-match – *not used to meet match requirement* and program income – *not used to meet match requirement*).

ii. **Forms of Match Contributions**

1. **Match Cash Contribution**

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

2. **Match In-Kind Contribution**

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

iii. The minimum required match contribution for Title III C-2 Program Services is fifteen percent (15%) and it is calculated as a percentage of the Grant Funds (excluding any anticipated OAA Title III A (Nutrition Services Incentive Program) funds). To calculate the minimum required match, multiply the following items: Subaward Sums (Cash Other) * 0.15.

iv. Enter Match Cash and/or Match In-Kind:

1. Cash: Enter the match cash contributions that will be used to fund each Service Category listed. The grand total match cash contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 2 (Match) for match cash.

2. In-Kind: Enter the match in-kind contributions that will be used to fund each Service Category listed. The grand total match in-kind contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 2 (Match) for match in-kind.

d. **Column (D) Non-Match**

i. Non-Match contributions are resources that do not qualify as match contributions and/or are not budgeted as match contributions (e.g., Federal funds, overmatch, etc.) and may take the form of either cash contributions or in-kind contributions

ii. Enter Non-Match Cash and/or Non-Match In-Kind:

1. Cash: Enter the non-match cash contributions that will be used to fund each Service Category listed. The grand total non-match cash contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 3 (Non-Match) for non-match cash.

2. In-Kind: Enter the non-match in-kind contributions that will be used to fund each Service Category listed. The grand total non-match in-kind contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 3 (Non-Match) for non-match in-kind.

e. **Column (E) Program Income**

i. Program income is revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

1. Voluntary contributions received from Client or other party for Program Services received.

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

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

4. Proceeds from the sale of items created under the Subaward.

ii. Enter the anticipated amount of program income that will be used to fund each Service Category listed. The grand total program income shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 4 (Program Income).

f. **Column (F) Total Funding**

i. The total amount of funding from all sources needed to provide the Program Services is automatically calculated based on the information entered in Column B (Subaward Sums), Column C (Match), Column D (Non-Match) and Column E (Program Income). The grand total of funding shall match the grand total funding reflected in Section I (Budget Summary), Column (D) Total Budgeted Funding, Line 7 (Grand Total Funding).

ii. Do not enter information in this field; the amount is automatically calculated.

g. **Column (G) Unit Rate**

i. Enter the unit rate for each Service Category listed. Subrecipient may use whole numbers or decimal numbers for this amount. This information shall match the amount reflected in Exhibit X2 (Mandated Services for Title III C-2 Program), Section I (Units of Service Summary), Column E (Unit Rate) for each Service Category listed.

SECTION I (BUDGET SUMMARY)

1. This Section I (Budget Summary) provides a snapshot of the Program's operating costs for the Fiscal Year (where the most common types of Program costs are listed herein). This Section I (Budget Summary) also provides a snapshot of the most common sources of revenue which are used to pay for/fund the Program's operating costs for the Fiscal Year. This information is presented under the following Columns (and an explanation will be provided for each):

   a. Column (A) Cost Categories

   b. Column (B) Costs

   c. Column (C) Funding Categories

   d. Column (D) Funding

2. **Column (A) Cost Categories**

   a. For each cost category that applies to your operations, enter the following requested information: Cash (Subaward Sums), Cash (Subrecipient's Funds) and In-Kind.

      i. Cash (Subaward Sums): Enter the total costs that will be funded using the Subaward Sums.

      ii. Cash (Subrecipient's Funds): Enter the total costs that will be funded using Subrecipient's own cash funds (i.e., match cash, non-match cash and/or program income).

iii. In-Kind: Enter the total costs that will be funded using Subrecipient's in-kind resources (i.e., match in-kind and non-match in-kind).

b. Line 1 (Personnel)

   i. Refer to Section II (Budget Detail – Personnel) for detailed description.

c. Line 2 (Volunteers)

   i. Refer to Section III (Budget Detail – Volunteers) for detailed description.

d. Line 3 (Lower Tier Subawards)

   i. Refer to Section IV (Budget Detail – Lower Tier Subawards) for detailed description.

e. Line 4 (Lower Tier Subawards for Catered Food)

   i. Refer to Section V (Budget Detail – Lower Tier Subawards for Catered Food) for detailed description.

f. Line 5 (Raw Food)

   i. Refer to Section VI (Budget Detail – Raw Food) for detailed description.

g. Line 6 (Space)

   i. Refer to Section VII (Budget Detail – Space) for detailed description.

h. Line 7 (Equipment)

   i. Refer to Section VIII (Budget Detail – Equipment) for detailed description.

i. Line 8 (Other Costs)

   i. Refer to Section IX (Budget Detail – Other Costs) for detailed description.

j. Line 9 (Subtotal Direct Costs)

   i. The sum of the amounts reflected under personnel, volunteers, lower tier subawards, lower tier subawards for catered food, raw food, space, equipment and other costs. The subtotal is classified by cash and in-kind costs and it is calculated by adding all of the cash amounts to obtain the subtotal direct cost for cash obligations and by adding all of the in-kind amounts to obtain the subtotal direct cost for in-kind services.

k. Line 10 (Indirect Costs)

i. Refer to Section X (Budget Detail – Indirect Costs) for detailed description.

l. Line 11 (Total Costs)

i. The sum of the amounts reflected under personnel, volunteers, lower tier subawards, catered food, raw food, space, equipment, other costs and indirect costs. The total is classified by cash and in-kind costs and it is calculated by adding all of the cash amounts to obtain the total cost for cash obligations and by adding all of the in-kind amounts to obtain the total cost for in-kind services.

m. Line 12 (Grand Total Costs)

i. The sum of all costs which includes all cash and in-kind items.

3. **Column (B) Costs**

a. For each cost category that applies to your operations, enter the following requested information: Total Budgeted Costs, Hot Meals Unit Rate, Frozen Meals Unit Rate and Emergency Meals Unit Rate.

i. Total Budgeted Costs: Enter the total amount of the cost based on the amount reflected in the corresponding budget detail section. This amount must be reflected as cash or in-kind.

ii. Hot Meals Unit Rate: The total budgeted costs for each cost category shall be reflected as a unit rate for both cash and in-kind costs.

iii. Frozen Meals Unit Rate: The total budgeted costs for each cost category shall be reflected as a unit rate for both cash and in-kind costs.

iv. Emergency Meals Unit Rate: The total budgeted costs for each cost category shall be reflected as a unit rate for both cash and in-kind costs.

b. Line 1 (Personnel)

i. Enter the total amount of personnel costs for cash obligations and in-kind services.

1. The total personnel costs for cash shall match the total of the amounts reported as cash in Section II (Budget Detail – Personnel), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total personnel costs for in-kind shall match the total of the amounts reported as in-kind in Section II (Budget Detail – Personnel), which is calculated by adding the following items: match in-kind and non-match in-kind.

c. Line 2 (Volunteers)

   i. Enter the total amount of volunteer costs for in-kind services.

      1. The total volunteer costs for in-kind shall match the total of the amounts reported as in-kind in Section III (Budget Detail – Volunteers), which is calculated by adding the following items: match in-kind and non-match in-kind.

d. Line 3 (Lower Tier Subawards)

   i. Enter the total amount of lower tier subaward costs for cash obligations and in-kind services.

      1. The total lower tier subaward costs for cash shall match the total of the amounts reported as cash in Section IV (Budget Detail – Lower Tier Subawards), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

      2. The total lower tier subaward costs for in-kind shall match the total of the amounts reported as in-kind in Section IV (Budget Detail – Lower Tier Subawards), which is calculated by adding the following items: match in-kind and non-match in-kind.

e. Line 4 (Lower Tier Subawards for Catered Food)

   i. Enter the total amount of catered food costs for cash obligations and in-kind services.

      1. The total catered food costs for cash shall match the total of the amounts reported as cash in Section V (Budget Detail – Lower Tier Subawards for Catered Food), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

      2. The total catered food costs for in-kind shall match the total of the amounts reported as in-kind in Section V (Budget Detail – Lower Tier Subawards for Catered Food), which is calculated by adding the following items: match in-kind and non-match in-kind.

f. Line 5 (Raw Food)

   i. Enter the total amount of raw food costs for cash obligations and in-kind services.

      1. The total raw food costs for cash shall match the total of the amounts reported as cash in Section VI (Budget Detail – Raw Food), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total raw food costs for in-kind shall match the total of the amounts reported as in-kind in Section VI (Budget Detail – Raw Food), which is calculated by adding the following items: match in-kind and non-match in-kind.

g. Line 6 (Space)

i. Enter the total amount of space costs for cash obligations and in-kind services.

1. The total space costs for cash shall match the total of the amounts reported as cash in Section VII (Budget Detail – Space), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total space costs for in-kind shall match the total of the amounts reported as in-kind in Section VII (Budget Detail – Space), which is calculated by adding the following items: match in-kind and non-match in-kind.

h. Line 7 (Equipment)

i. Enter the total amount of equipment costs for cash obligations and in-kind services.

1. The total equipment costs for cash shall match the total of the amounts reported as cash in Section VIII (Budget Detail – Equipment), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total equipment costs for in-kind shall match the total of the amounts reported as in-kind in Section VIII (Budget Detail – Equipment), which is calculated by adding the following items: match in-kind and non-match in-kind.

i. Line 8 (Other Costs)

i. Enter the total amount of other costs for cash obligations and in-kind services.

1. The total of other costs for cash shall match the total of the amounts reported as cash in Section IX (Budget Detail – Other Costs), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total of other costs for in-kind shall match the total of the amounts reported as in-kind in Section IX (Budget Detail – Other Costs), which is calculated by adding the following items: match in-kind and non-match in-kind.

j. Line 9 (Subtotal Direct Costs)

   i. Do not enter information in this field; the amount is automatically calculated.

k. Line 10 (Indirect Costs)

   i. Enter the total amount of indirect costs for cash obligations and in-kind services.

      1. The total indirect costs for cash shall match the total of the amounts reported as cash in Section X (Budget Detail – Indirect Costs), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

      2. The total indirect costs for in-kind shall match the total of the amounts reported as in-kind in Section X (Budget Detail – Indirect Costs), which is calculated by adding the following items: match in-kind and non-match in-kind.

l. Line 11 (Total Costs)

   i. Do not enter information in this field; the amount is automatically calculated.

m. Line 12 (Grand Total Costs)

   i. Do not enter information in this field; the amount is automatically calculated.

4. **Column (C) Funding Categories**

   a. For each funding category that applies to your operations, enter the following requested information: Cash (Other), Cash (NSIP), Cash (Subrecipient's Funds) and In-Kind.

      i. Cash (Other): Enter the total amount of funding your organization is requesting in order to provide Program Services (excluding OAA Title III A (NSIP) funds).

      ii. Cash (NSIP): Enter the total amount of OAA Title III A (NSIP) funding your organization is requesting for catered foods and/or raw foods.

      iii. Cash (Subrecipient's Funds): Enter the total amount of funding that Subrecipient will provide using its own cash funds (i.e., match cash, non-match cash and/or program income).

      iv. In-Kind: Enter the total amount of funding that Subrecipient will provide using its own in-kind resources (i.e., match in-kind and non-match in-kind).

   b. Line 1 (Subaward Sums)

i. Refer to Cover Page (Program Funding Summary) for detailed description.

c. Line 2 (Match)

i. Refer to Cover Page (Program Funding Summary) for detailed description.

d. Line 3 (Non-Match)

i. Refer to Cover Page (Program Funding Summary) for detailed description.

e. Line 4 (Program Income)

i. Refer to Cover Page (Program Funding Summary) for detailed description.

f. Line 5 (Subrecipient meets minimum match requirement.)

i. When the minimum match is met then a message will display indicating Subrecipient's compliance with the requirement. In the event that the minimum match requirement is not met, a message will display indicating that Subrecipient has not met the required match contribution. Upon such occurrence, Subrecipient shall make the necessary corrections to the appropriate budget detail section(s). It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

g. Line 6 (Total Funding)

i. The sum of all sources of funding, classified by cash and in-kind resources. All cash amounts are added together (i.e., Subaward Sums, match cash, non-match cash and program income). All in-kind amounts are added together (i.e., match in-kind and non-match in-kind).

h. Line 7 (Grand Total Funding)

i. The sum of all sources of funding which includes all cash and in-kind sources. The Subaward Sums, match, non-match and program income amounts are added together and the sum is the Grand Total Funding.

5. **Column (D) Funding**

a. For each funding category that applies to your operations, enter the following requested information: Total Budgeted Funding, Hot Meals Unit Rate, Frozen Meals Unit Rate and Emergency Meals Unit Rate.

i. Total Budgeted Funding: Enter the total amount of the funding based on the amount reflected in the corresponding budget detail section. This amount must be reflected as cash or in-kind.

ii. Hot Meals Unit Rate: The total budgeted funding for each funding category shall be reflected as a unit rate for both cash and in-kind items.

iii. Frozen Meals Unit Rate: The total budgeted funding for each funding category shall be reflected as a unit rate for both cash and in-kind items.

iv. Emergency Meals Unit Rate: The total budgeted funding for each funding category shall be reflected as a unit rate for both cash and in-kind items.

b. Line 1 (Subaward Sums)

i. Enter the Subaward Sums for each funding source. The total of these amounts shall match the sum of all the Subaward Sum amounts entered in the budget detail sections under Column (F) Subaward Sums, excluding Section III (Budget Detail – Volunteers).

c. Line 2 (Match)

i. Match (Cash): Enter the total amount of match cash. This amount shall match the sum of all the match cash amounts entered in the budget detail sections under Column (G) Match (Cash), excluding Section III (Budget Detail – Volunteers).

ii. Match (In-Kind): Enter the total amount of match in-kind. This amount shall match the sum of all the match in-kind amounts entered in the budget detail sections under Column (G) Match (In-Kind).

d. Line 3 (Non-Match)

i. Non-Match (Cash): Enter the total amount of non-match cash. This amount shall match the sum of all the non-match cash amounts entered in the budget detail sections under Column (H) Non-Match (Cash), excluding Section III (Budget Detail – Volunteers).

ii. Non-Match (In-Kind): Enter the total amount of non-match in-kind. This amount shall match the sum of all the non-match in-kind amounts entered in the budget detail sections under Column (H) Non-Match (In-Kind).

e. Line 4 (Program Income)

i. Enter the total amount of program income. This amount shall match the sum of all the program income amounts entered in the budget detail sections under Column (I) Program Income, excluding Section III (Budget Detail – Volunteers).

f. Line 5 (Subrecipient meets minimum match requirement.)

i. Do not enter information in this field; the result is automatically determined.

g. Line 6 (Total Funding)

i. Do not enter information in this field; the amount is automatically calculated.

h. Line 7 (Grand Total Funding)

i. Do not enter information in this field; the amount is automatically calculated.

6. **Variance**

a. If the Grand Total Costs and the Grand Total Funding do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate budget detail section(s). It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

b. Do not enter information in this field; the variance is automatically calculated.

SECTION II (BUDGET DETAIL – PERSONNEL)

1. This Section II (Budget Detail – Personnel) provides details of Subrecipient's personnel costs for staff employed by Subrecipient (volunteer information is provided in Section III (Budget Detail – Volunteers)). Each of the following Columns of information will be discussed:

a. Column (A) Position Title

b. Column (B) % of Time on Program

c. Column (C) Monthly Salary

d. Column (D) No. of Months

e. Column (E) Total Costs

f. Column (F) Subaward Sums

g. Column (G) Match

h. Column (H) Non-Match

i. Column (I) Program Income

j. Column (J) Total Funding

k. Column (K) Variance

2. **Column (A) Position Title**

a. Enter the title for each staff person's position when the following conditions are met:
    i. Any portion of this individual's salary will be: paid by the Subaward Sums; used to meet the match requirement such as when individual's salary is paid by other funding sources; and/or, funded by non-match and/or program income.
    ii. This individual's work/services either directly or indirectly benefit(s) the Program Services.
b. List every position title even when there are multiple staff with the same position title.
c. Subtotal Personnel
    i. This field represents the total of all personnel costs for employee salaries (it does not include costs for employer payroll taxes and employer-sponsored benefits for employees).
    ii. Do not enter information in this field; the amount is automatically calculated.
d. Taxes
    i. Enter the rate which will be used to calculate the total amount of employer payroll taxes to be paid by Subrecipient for its employees. You may enter either whole numbers (e.g., 10) and/or fractional numbers (e.g., 10.5) and the information will display as a percentage (e.g., 10% or 10.50%, respectively).
    ii. The number entered here will automatically calculate the total cost of taxes under Column (E) Total Costs.
    iii. Note 1: Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.
e. Benefits
    i. Enter the rate which will be used to calculate the total amount of employee benefits to be paid by Subrecipient for its employees (employer-sponsored benefits for employees). You may enter either whole numbers (e.g., 10) and/or fractional numbers (e.g., 10.5) and the information will display as a percentage (e.g., 10% or 10.50%, respectively).
    ii. The number entered here will automatically calculate the total cost of benefits under Column (E) Total Costs.
    iii. Note 2: Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.
f. Grand Total Personnel

i. This field represents the grand total of all personnel costs (including salary costs, employer payroll taxes and employer-sponsored benefits for employees) as well as all funding reported.

ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) % of Time on Program**

   a. Enter the amount of time that the individual will work on the Program. Enter whole numbers only (e.g., enter 50 which will indicate that the individual will spend fifty percent (50%) of his/her time working on the Program).

4. **Column (C) Monthly Salary**

   a. Enter the individual's monthly salary. Enter whole numbers only. Do not enter hourly rates. Determine the monthly salary if the individual is paid by an hourly rate.

5. **Column (D) No. of Months**

   a. Enter the number of months that the individual will work on the Program during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total salary cost for the individual will automatically calculate by multiplying the following items: % of time on Program, monthly salary and no. of months. As such, these fields must have data entered before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this individual's salary. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Match In-Kind for Personnel: When Subrecipient intends to donate the services of this individual then these services shall be valued at the individual's regular paid salary (exclusive of fringe benefits and indirect costs), provided that the services are in the same skill for which the individual is normally paid. If the services are not in the same skill for which the individual is normally paid then Subrecipient shall use the fair

market value to determine the individual's salary for purposes of this Budget.

c. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this individual's salary when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this individual's salary when Subrecipient does not intend to (or cannot) use this funding source to meet the match requirement.

10. **Column (I) Program Income**

    a. Refer to Cover Page (Program Funding Summary) for detailed description.

    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total cost of this individual's salary.

11. **Column (J) Total Funding**

    a. The total amount of funding from all resources, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.

    b. Do not enter information in this field; the amount is automatically calculated.

12. **Column (K) Variance**

    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

    b. Do not enter information in this field; the variance is automatically calculated.

SECTION III (BUDGET DETAIL – VOLUNTEERS)

1. This Section III (Budget Detail – Volunteers) provides details of the volunteers used by Subrecipient in the operation of the Program (paid staff information is

provided in Section II (Budget Detail – Personnel)). Each of the following Columns of information will be discussed:

a. Column (A) Position Title
b. Column (B) Number of Positions
c. Column (C) % of Time on Program
d. Column (D) Monthly Salary Equivalent
e. Column (E) No. of Months
f. Column (F) Total Salary Equivalent
g. Column (G) Match
h. Column (H) Non-Match
i. Column (I) Total In-Kind
j. Column (J) Variance

2. **Column (A) Position Title**

   a. Volunteer is an individual who performs hours of service for civic, charitable or humanitarian reasons without promise, expectation or receipt of compensation for services rendered.

   b. Enter the title for each volunteer's position when the following conditions are met:

      i. Any portion of this individual's salary equivalent will be: used to meet the match requirement (as match in-kind) and/or classified as a non-match resource (as non-match in-kind).

      ii. This individual's work/services either directly or indirectly benefit(s) the Program Services.

      iii. The work/services provided by the individual are less than a full-time occupation.

      iv. The work/services are offered freely by the individual and without pressure or coercion from Subrecipient.

      v. The work/services provided by the individual are of the kind typically associated with volunteer work.

      vi. The individual does not displace Subrecipient's paid employees/staff/personnel.

      vii. The individual does not receive or expect compensation from Subrecipient in exchange for his/her services.

   c. Grand Total Volunteers

      i. This field represents the grand total of all volunteer activities.

ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Number of Positions**

   a. If more than one (1) volunteer holds this position, enter the number of volunteers who function in the same capacity of this position.

4. **Column (C) % of Time on Program**

   a. Enter the amount of time that the individual will work on the Program. Enter whole numbers only (e.g., enter 50 which will indicate that the individual will spend fifty percent (50%) of his/her time working on the Program).

5. **Column (D) Monthly Salary Equivalent**

   a. 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 (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 then Subrecipient may only report up to $750 of volunteer services as match in-kind).

   b. The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services shall be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent shall be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

   c. Enter the individual's monthly salary equivalent (where the salary equivalent is determined based on the value of the volunteer's work/services). Enter whole numbers only. Do not enter hourly rates.

6. **Column (E) No. of Months**

   a. Enter the number of months that the individual will work on the Program during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

7. **Column (F) Total Salary Equivalent**

   a. The total salary equivalent for the individual will automatically calculate by multiplying the following items: number of positions, % of time on Program, monthly salary equivalent and no. of months. As such, these fields must have data entered before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

8. **Column (G) Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of match in-kind that represents any portion of this individual's salary equivalent which Subrecipient intends to use to meet the match requirement.
9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match in-kind that represents any portion of this individual's salary equivalent which Subrecipient does not intend to (or cannot) use to meet the match requirement.
10. **Column (I) Total In-Kind**
    a. The total in-kind funding will automatically calculate by adding the following items: match in-kind and non-match in-kind.
    b. Do not enter information in this field; the amount is automatically calculated.
11. **Column (J) Variance**
    a. If the total salary equivalent (Column (F) Total Salary Equivalent) and the total in-kind (Column (I) Total In-Kind) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION IV (BUDGET DETAIL – LOWER TIER SUBAWARDS)

1. This Section IV (Budget Detail – Lower Tier Subawards) provides details of Subrecipient's Lower Tier Subaward costs when Subrecipient intends to use a third-party vendor(s) to provide Program Services. Each of the following Columns of information will be discussed:
    a. Column (A) Lower Tier Subrecipient's Name and Description of Services
    b. Column (B) Unit Cost
    c. Column (C) No. of Units
    d. Column (D) No. of Months
    e. Column (E) Total Costs

f. Column (F) Subaward Sums

g. Column (G) Match

h. Column (H) Non-Match

i. Column (I) Program Income

j. Column (J) Total Funding

k. Column (K) Variance

2. **Column (A) Lower Tier Subrecipient's Name and Description of Services**

   a. Enter the name of the Lower Tier Subrecipient as indicated in the anticipated Lower Tier Subaward and include a brief description of the services to be provided by Lower Tier Subrecipient. This information shall match the information provided in Exhibit Y (List of Lower Tier Subawards).

   b. Grand Total Lower Tier Subawards

      i. This field represents the grand total of all Lower Tier Subaward costs and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.

      ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**

   a. Enter the monthly cost for each unit of Service to be provided/delivered by Lower Tier Subrecipient (i.e., unit cost for deliverables). The unit cost shall reflect the actual cost of the Service as closely as possible. While unit costs may vary from month to month, please provide the best estimated unit cost. Enter whole numbers only.

4. **Column (C) No. of Units**

   a. Enter the number of units/deliverables to be provided by Lower Tier Subrecipient on a monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which costs will be incurred for the units/deliverables that are provided by Lower Tier Subrecipient during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total Lower Tier Subaward costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months.

As such, these fields must have data entered before this total will calculate.

b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this Lower Tier Subaward. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this Lower Tier Subaward when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this Lower Tier Subaward when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.

10. **Column (I) Program Income**

    a. Refer to Cover Page (Program Funding Summary) for detailed description.

    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total Lower Tier Subaward costs.

11. **Column (J) Total Funding**

    a. The sum of all sources of funding, including cash and in-kind resources will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.

    b. Do not enter information in this field; the amount is automatically calculated.

12. **Column (K) Variance**

    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's

responsibility to know where the variance exists in order to make the correction.

b. Do not enter information in this field; the variance is automatically calculated.

SECTION V (BUDGET DETAIL – LOWER TIER SUBAWARDS FOR CATERED FOOD)

1. This Section V (Budget Detail – Lower Tier Subawards for Catered Food) provides details of Subrecipient's catered food costs (when Subrecipient intends to use caterers to supply meals). Subrecipient may only use caterers who are approved by County. Each of the following Columns of information will be discussed:
    a. Column (A) Lower Tier Subrecipient's Name
    b. Column (B) Service Category
    c. Column (C) Unit Cost
    d. Column (D) No. of Units
    e. Column (E) No. of Months
    f. Column (F) Total Costs
    g. Column (G) Subaward Sums
    h. Column (H) Match
    i. Column (I) Non-Match
    j. Column (J) Program Income
    k. Column (K) Total Funding
    l. Column (L) Variance
2. **Column (A) Lower Tier Subrecipient's Name**
    a. Enter the name of the Lower Tier Subrecipient as indicated in the anticipated Lower Tier Subaward for catered foods. This information shall match the information provided in Exhibit Y (List of Lower Tier Subawards).
    b. Grand Total Lower Tier Subawards
        i. This field represents the grand total of all Lower Tier Subaward costs and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.

ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Service Category**
    a. All of the available types of Program Services are listed herein. Select from the list of values as follows:
        i. Place the cursor in the cell and a drop-down arrow will appear on the right side of the cell.
        ii. Click the drop-down arrow and select the appropriate Program Service.
4. **Column (C) Unit Cost**
    a. Enter the monthly cost for each unit of Service to be provided/delivered by caterer (i.e., unit cost for deliverables). The unit cost shall reflect the actual cost of the deliverable as closely as possible.
5. **Column (D) No. of Units**
    a. Enter the number of units/deliverables to be provided by caterer on a monthly basis. Enter whole numbers only.
6. **Column (E) No. of Months**
    a. Enter the number of months in which costs will be incurred for the units/deliverables that are provided by caterer during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.
7. **Column (F) Total Costs**
    a. The total caterer costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must have data entered before this total will calculate.
    b. Do not enter information in this field; the amount is automatically calculated.
8. **Column (G) Subaward Sums**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this catered food. Enter whole numbers only.
9. **Column (H) Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this catered food when Subrecipient intends to use this resource to meet the match requirement.

10. **Column (I) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this catered food when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.
11. **Column (J) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total catered food costs.
12. **Column (K) Total Funding**
    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
13. **Column (L) Variance**
    a. If the total costs (Column (F) Total Costs) and the total funding (Column (K) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION VI (BUDGET DETAIL – RAW FOOD)

1. This Section VI (Budget Detail – Raw Food) provides details of Subrecipient's raw food costs (when Subrecipient intends to prepare its meals using a central kitchen facility). Each of the following Columns of information will be discussed:
    a. Column (A) Service Category
    b. Column (B) Unit Cost
    c. Column (C) No. of Units

d. Column (D) No. of Months
e. Column (E) Total Costs
f. Column (F) Subaward Sums
g. Column (G) Match
h. Column (H) Non-Match
i. Column (I) Program Income
j. Column (J) Total Funding
k. Column (K) Variance

2. **Column (A) Service Category**
   a. All of the available types of Program Services are listed herein.
   b. Grand Total Raw Food
      i. This field represents the grand total of all raw food costs and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.
      ii. Do not enter information in this field; the amount is automatically calculated.
3. **Column (B) Unit Cost**
   a. Enter the monthly cost for each unit of Service to be purchased by Subrecipient (i.e., unit cost for deliverables).
4. **Column (C) No. of Units**
   a. Enter the number of units/deliverables to be purchased by Subrecipient on a monthly basis. Enter whole numbers only.
5. **Column (D) No. of Months**
   a. Enter the number of months in which costs will be incurred for the units/deliverables that are purchased by Subrecipient during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.
6. **Column (E) Total Costs**
   a. The total raw food costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must have data entered before this total will calculate.
   b. Do not enter information in this field; the amount is automatically calculated.
7. **Column (F) Subaward Sums**
   a. Refer to Cover Page (Program Funding Summary) for detailed description.

b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this raw food. Enter whole numbers only.

8. **Column (G) Match**
   a. Refer to Cover Page (Program Funding Summary) for detailed description.
   b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this raw food when Subrecipient intends to use this resource to meet the match requirement.
9. **Column (H) Non-Match**
   a. Refer to Cover Page (Program Funding Summary) for detailed description.
   b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this raw food when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.
10. **Column (I) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total raw food costs.
11. **Column (J) Total Funding**
    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
12. **Column (K) Variance**
    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

<u>SECTION VII (BUDGET DETAIL – SPACE)</u>

1. This Section VII (Budget Detail – Space) provides details of Subrecipient's space costs when such costs include spaces that are rented or leased as well as any repairs and/or maintenance costs when any of these costs are necessary and beneficial to provide Program Services. Each of the following Columns of information will be discussed:
    a. Column (A) Name of Location and Description
    b. Column (B) Unit Cost
    c. Column (C) No. of Units
    d. Column (D) No. of Months
    e. Column (E) Total Costs
    f. Column (F) Subaward Sums
    g. Column (G) Match
    h. Column (H) Non-Match
    i. Column (I) Program Income
    j. Column (J) Total Funding
    k. Column (K) Variance
2. **Column (A) Name of Location and Description**
    a. Name of Location: Enter the name of the location such as the business name, building name, etc. (e.g., ABC Senior Center). List each space which is rented/leased and those spaces which require repairs, maintenance, etc. when those costs are necessary and beneficial to provide Program Services.
    a. Description
        i. Space – Rented/Leased: Enter the physical address of the location where the space is situated (e.g., 1234 Main Street, Los Angeles, CA 90000).
        ii. Space – Repairs: Enter a general description of the type of repairs that will be needed for the space when such repairs are necessary in order to provide Program Services.
        iii. Space – Maintenance: Enter a general description of the type of maintenance services that will be needed for the space when such services are necessary in order to provide Program Services.
    b. Grand Total Space
        i. This field represents the grand total of all space costs (including rentals, leases, repairs and maintenance costs) and the grand total

of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.

ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**

   a. Space – Rented/Leased: Enter the monthly cost for each square foot of space. This cost must be based on the fair market value of the space. Generally, when the cost exceeds $2.00 per square foot then Subrecipient shall provide documentation with its Budget to support this cost.

   b. Space – Repairs: Enter the monthly unit cost for repairs. While the unit cost may vary from month to month, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.

   c. Space – Maintenance: Enter the monthly unit cost for maintenance. While the unit cost may vary from month to month, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.

4. **Column (C) No. of Units**

   a. Space – Rented/Leased: Enter the total square feet of space that will be used on a monthly basis. Enter whole numbers only.

   b. Space – Repairs: Enter the number of repairs to be completed on a per unit monthly basis. Enter whole numbers only.

   c. Space – Maintenance: Enter the number of maintenance services to be completed on a per unit monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which Subrecipient will incur space costs during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total space costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must contain numerical data before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this space. Enter whole numbers only.

8. **Column (G) Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this space when Subrecipient intends to use this resource to meet the match requirement.
9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this space when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.
10. **Column (I) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total space costs.
11. **Column (J) Total Funding**
    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
12. **Column (K) Variance**
    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION VIII (BUDGET DETAIL – EQUIPMENT)

1. This Section VIII (Budget Detail – Equipment) provides details of Subrecipient's equipment costs when such costs include items that are purchased, leased and

rented as well as any repairs and/or maintenance costs when any of these costs are necessary and beneficial to provide Program Services. Each of the following Columns of information will be discussed:

a. Column (A) Description
b. Column (B) Unit Cost
c. Column (C) No. of Units
d. Column (D) No. of Months
e. Column (E) Total Costs
f. Column (F) Subaward Sums
g. Column (G) Match
h. Column (H) Non-Match
i. Column (I) Program Income
j. Column (J) Total Funding
k. Column (K) Variance

2. **Column (A) Description**

   a. Equipment – Purchase, Rental and Lease: Enter a description of the equipment that Subrecipient intends to purchase, rent and/or lease and include the model number, brand name, etc. Please refer to Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies) for requirements related to equipment purchases.

   b. Equipment – Repairs: Enter a general description for the type of repairs that will be needed for the equipment when such repairs are necessary in order to perform Program Services.

   c. Equipment – Maintenance: Enter a general description for the type of maintenance services that will be needed for the equipment when such services are necessary in order to perform Program Services.

   d. Grand Total Equipment

      i. This field represents the grand total of all equipment costs (including purchases, rentals, leases, repairs and maintenance costs) and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.

      ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**

a. Equipment – Purchase, Rental and Lease: Enter the monthly unit cost for each item that is purchased, rented and/or leased.

b. Equipment – Repairs: Enter the monthly unit cost for repairs. While the unit cost may vary from month to month, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.

c. Equipment – Maintenance: Enter the monthly unit cost for maintenance. While the unit cost may vary from month to month, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.

4. **Column (C) No. of Units**

   a. Equipment – Purchase, Rental and Lease: Enter the number of items to be purchased, rented and/or leased on a monthly basis. Enter whole numbers only.

   b. Equipment – Repairs: Enter the number of repairs to be completed on a per unit monthly basis. Enter whole numbers only.

   c. Equipment – Maintenance: Enter the number of maintenance services to be completed on a per unit monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which Subrecipient will incur equipment costs during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total equipment costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must have data entered before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this equipment. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this

equipment when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this equipment when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.
10. **Column (I) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total equipment costs.
11. **Column (J) Total Funding**
    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
12. **Column (K) Variance**
    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

SECTION IX (BUDGET DETAIL - OTHER COSTS)

1. This Section IX (Budget Detail – Other Costs) provides details of Subrecipient's other costs when these costs are necessary and beneficial to provide Program Services. Each of the following Columns of information will be discussed:
    a. Column (A) Description
    b. Column (B) Unit Cost
    c. Column (C) No. of Units

d. Column (D) No. of Months
e. Column (E) Total Costs
f. Column (F) Subaward Sums
g. Column (G) Match
h. Column (H) Non-Match
i. Column (I) Program Income
j. Column (J) Total Funding
k. Column (K) Variance

2. **Column (A) Description**
   a. In addition to the costs identified in the other budget detail sections (i.e., personnel, lower tier subawards, space, etc.), there are other costs that may be necessary for Subrecipient to provide Program Services and these costs must be captured in Subrecipient's budget. Some of these other Program costs are listed herein (i.e., accounting services, advertising, audit services, etc.). Select from the list of values as follows:
      i. Place the cursor in the cell and a drop-down arrow will appear on the right side of the cell.
      ii. Click the drop-down arrow and select the appropriate Other Cost Description.
   b. If a cost category is not included in the prepopulated list, please enter a description of that cost in the cell.
   c. Grand Total Other Costs
      i. This field represents the grand total of all other costs and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.
      ii. Do not enter information in this field; the amount is automatically calculated.
3. **Column (B) Unit Cost**
   a. Enter the monthly cost for each unit of Service to be provided, delivered, purchased, rented and/or leased. While the unit cost may vary from month to month for some items, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.
   b. Mileage Cost: The cost per mile shall not exceed County's approved mileage rate which is currently $0.51 per mile (as of April 2016).
4. **Column (C) No. of Units**

a. Enter the number of units/deliverables to be purchased by Subrecipient on a monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which Subrecipient will incur other costs during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total cost for each line item will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must contain numerical data before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this line item. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this line item when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this line item when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.

10. **Column (I) Program Income**

    a. Refer to Cover Page (Program Funding Summary) for detailed description.

    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total cost of each line item.

11. **Column (J) Total Funding**

    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward

Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.

b. Do not enter information in this field; the amount is automatically calculated.

12. **Column (K) Variance**

a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

b. Do not enter information in this field; the variance is automatically calculated.

SECTION X (BUDGET DETAIL - INDIRECT COSTS)

1. This Section X (Budget Detail – Indirect Costs) provides details of Subrecipient's indirect costs when these costs are necessary and beneficial to provide Program Services. Each of the following Columns of information will be discussed:

   a. Column (A) Description
   b. Column (B) Unit Cost
   c. Column (C) No. of Units
   d. Column (D) No. of Months
   e. Column (E) Total Costs
   f. Column (F) Subaward Sums
   g. Column (G) Match
   h. Column (H) Non-Match
   i. Column (I) Program Income
   j. Column (J) Total Funding
   k. Column (K) Variance

2. **Column (A) Description**

   a. **Indirect Costs**

      i. Indirect costs are those expenses that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include

salaries, employee benefits, supplies and costs related to general administration of Subrecipient's organization.

ii. The maximum amount of indirect costs that will be payable under this Subaward is limited to ten percent (10%) of Subrecipient's direct cash costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind contribution and used to meet the match requirement.

iii. Subrecipient has the option of negotiating an indirect cost rate(s) for use on its Federal programs. Subrecipient must submit a cost allocation plan to the Federal agency providing the majority of funds to Subrecipient's organization. Refer to Exhibit Q (Accounting, Administration and Reporting Requirements) and CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards) for additional requirements on cost allocation and indirect costs.

iv. For 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).

v. Enter the total amount of indirect costs for these Program Services.

b. **Do indirect costs exceed ten percent (10%) of the allowable amount?**

i. When the Subaward Sums reflects an amount that is less than or equal to the ten percent (10%) allowed for indirect costs then a message will display indicating Subrecipient's compliance with the requirement. In the event that this amount exceeds the maximum allowable indirect cost, a message will display indicating that Subrecipient has exceeded the allowable amount. Upon such occurrence, Subrecipient shall make the necessary corrections.

c. **Grand Total Indirect Costs**

i. This field represents the grand total of the indirect costs and the grand total of each funding source. This amount is automatically calculated based on the information entered.

ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Unit Cost**
    a. Subrecipient may allocate up to ten percent (10%) of Subrecipient's direct cash costs, excluding in-kind contributions and nonexpendable equipment as indirect costs. Subrecipient may use any cost above the ten percent (10%) maximum as a match in-kind.
    b. Enter the indirect cost as a monthly unit expense that will be incurred as deliverables are provided to Subrecipient. While the unit cost may vary from month to month, Subrecipient shall reflect the actual indirect cost as closely as possible. Enter whole numbers only.
4. **Column (C) No. of Units**
    a. Enter the indirect cost as a unit of measurement/deliverables to be provided on a monthly basis. Enter whole numbers only.
5. **Column (D) No. of Months**
    a. Enter the number of months in which Subrecipient will incur indirect costs during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.
6. **Column (E) Total Costs**
    a. The total indirect costs will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must contain numerical data before this total will calculate.
    b. Do not enter information in this field; the amount is automatically calculated.
7. **Column (F) Subaward Sums**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this line item. Enter whole numbers only.
8. **Column (G) Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this line item when Subrecipient intends to use this resource to meet the match requirement.
9. **Column (H) Non-Match**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this

line item when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.

10. **Column (I) Program Income**
    a. Refer to Cover Page (Program Funding Summary) for detailed description.
    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total indirect costs.
11. **Column (J) Total Funding**
    a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.
    b. Do not enter information in this field; the amount is automatically calculated.
12. **Column (K) Variance**
    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.
    b. Do not enter information in this field; the variance is automatically calculated.

EXHIBIT CC
(GUIDELINES FOR DEVELOPING BUDGET FOR TITLE III B PROGRAM SERVICES)

GENERAL INFORMATION

1. Please use the following guidelines to complete the electronic version of Exhibit W3 (Budget for Title III B Program Services) which has been developed as an Excel workbook.
2. Please note that there are three (3) types of Budget workbooks: Exhibit W1 (Budget for Title III C-1 Program Services); Exhibit W2 (Budget for Title III C-2 Program Services); and, Exhibit W3 (Budget for Title III B Program Services). These workbooks are identified by the Program Services that are indicated on the Cover Page (i.e., Title III C-1 Program Services, Title III C-2 Program Services or Title III B Program Services). Kindly use the correct workbook to provide and submit the requested information.
3. The Budget for the Title III B Program Services workbook includes several sheets which are labeled as follows:
    a. Cover Page
    b. Budget Summary
    c. Budget Detail-Personnel
    d. Budget Detail-Volunteers
    e. Budget Detail-Other Costs
4. 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.
5. The workbook has been protected to prevent changes to specific cells. Subrecipient 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 Subrecipient when County discovers any such attempts to alter the workbook in any manner. Such remedies may include (but are not limited to) Subrecipient's disqualification from the solicitation process.
6. The workbook has been configured to automatically populate certain cells such as Program Services, Fiscal Year, Los Angeles County Region, etc. and to perform certain calculations such as Subtotals, Totals, Grand Totals, etc. on specific sheets.
7. 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).

8. The information provided in Exhibit W3 (Budget for Title III B Program Services) may be used publically (e.g., directories, County's website, brochures, etc.).
9. To enter a hard return within a cell, press "Alt" and "Enter".
10. Subrecipient shall maintain documentation to support the information provided in this workbook. Upon request by County, Subrecipient 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 Subrecipient such as its legal name, address, contacts, etc.
2. Enter all requested information that is indicated by either a drop-down list of values or by blue font**.** Please note that some of this information (i.e., Program Services, Fiscal Year, Los Angeles County Region, etc.) will automatically populate on all other sheets of the workbook.
3. **Program Services**
    a. The title of the Program Services is pre-populated. Please be sure to use the correct workbook that 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:
        i. Placing the cursor in the cell and a drop-down arrow will appear on the right side of the cell.
        ii. Clicking the drop-down arrow and selecting the appropriate Fiscal Year.
5. **Los Angeles County Region**
    a. Identify the Los Angeles County Region for which Program Services are being provided by:
        i. Placing the cursor in the cell and a drop-down arrow will appear on the right side of the cell.
        ii. Clicking the drop-down arrow and selecting the appropriate Los Angeles County Region.
6. **Subrecipient's Legal Name**
    a. Enter the full legal name of Subrecipient's organization (please do not abbreviate). The name listed herein must match the name on

Subrecipient'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 Subrecipient ("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 Subrecipient'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 the 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 a pre-formatted form (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.

11. **Program Funding Summary**

   a. **Column (A) Service Category**

      i. All of the available types of Program Services are listed herein: Telephone Calls.

      ii. Grand Total

         1. This field represents the grand total of all the information that is being reported and it is automatically calculated by adding all of the amounts entered for each line item.

         2. Do not enter information in this field; the amount is automatically calculated.

   b. **Column (B) Subaward Sums**

      i. The Subaward Sums are monies that Subrecipient is requesting in response to this solicitation in order to provide Program Services (i.e., these are the total amount of grant funds Subrecipient expects to receive from County in the even that Subrecipient is granted a Subaward in response to this solicitation and Subrecipient will use these funds in addition to Subrecipient's own resources to pay for the total Program operating costs). These monies are comprised of funds from Federal, State and/or Local resources, including but not limited to, the Older Americans Act ("OAA") Title III B (Supportive Services and Senior Centers Program Authorized). These funds must be used to complete the overall implementation of the Title III B Program Services identified in Appendix B (Statement of Work).

      ii. Enter the amount of Subaward Sums that Subrecipient is requesting for the Service Category listed. This amount shall

match the amount reflected in Exhibit X3 (Mandated Program Services for Title III B Program), Section I (Units of Service Summary), Column F (Funding Amount) for the Subaward Sums portion of funding for each Service Category listed.

iii. The grand total of the Subaward Sums shall match the total amount reflected as the Subaward Sums Cash (Total) in Section I (Budget Summary), Column (D) Total Budgeted Funding, Line 1 (Subaward Sums). This grand total of the Subaward Sums shall also match the amount reflected in Exhibit X3 (Mandated Program Services for Title III B Program), Section I (Units of Service Summary), Column F (Funding Amount) for the Subaward Sums portion of funding.

c. **Column (C) Match**

i. Program regulations require that Subrecipient provide a match contribution which may take the form of either a cash contribution or an in-kind contribution. The match contribution represents one of the resources provided by Subrecipient to offset the total Program operating costs. In essence, the match ensures that Subrecipient shares the Program's operating costs with County by providing a minimum required amount calculated as a percentage of the Subaward Sums. As such, the grand total funding includes monies provided by County (Cash) and monies/in-kind services provided by Subrecipient (match, non-match – *not used to meet match requirement* and program income – *not used to meet match requirement*).

ii. **Forms of Match Contributions**

1. **Match Cash Contribution**

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

2. **Match In-Kind Contribution**

a. A match in-kind contribution is a non-monetary donation of goods, properties or services which are provided by either Subrecipient or non-Federal entities without charge to the Program Services for which they are donated; it is the value of non-cash contributions donated to support Program Services. In-kind contributions typically take the form of the value of personnel, goods and/or services which may include donations of volunteer services, space,

equipment, etc. and this value is determined by using the fair market value method. Using sales of comparable property or the cost of comparable services is a method which can be used to determine the fair market value of an in-kind match contribution.

iii. The minimum required match contribution for Title III B Program Services is fifteen percent (15%) and it is calculated as a percentage of the Grant Funds. To calculate the minimum required match, multiply the following items: Subaward Sums (Cash) * 0.15.

iv. Enter Match Cash and/or Match In-Kind:

1. Cash: Enter the match cash contributions that will be used to fund each Service Category listed. The grand total match cash contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 2 (Match) for match cash.

2. In-Kind: Enter the match in-kind contributions that will be used to fund each Service Category listed. The grand total match in-kind contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 2 (Match) for match in-kind.

d. **Column (D) Non-Match**

i. Non-Match contributions are resources that do not qualify as match contributions and/or are not budgeted as match contributions (e.g., Federal funds, overmatch, etc.) and may take the form of either cash contributions or in-kind contributions

ii. Enter Non-Match Cash and/or Non-Match In-Kind:

1. Cash: Enter the non-match cash contributions that will be used to fund each Service Category listed. The grand total non-match cash contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 3 (Non-Match) for non-match cash.

2. In-Kind: Enter the non-match in-kind contributions that will be used to fund each Service Category listed. The grand total non-match in-kind contributions shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 3 (Non-Match) for non-match in-kind.

e. **Column (E) Program Income**

i. Program income is revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

1. Voluntary contributions received from Client or other party for Program Services received.
2. Income from usage or rental fees of real or personal property acquired with the Subaward Sums.
3. Royalties received on patents and copyrights from Subaward-supported activities.
4. Proceeds from the sale of items created under the Subaward.

ii. Enter the anticipated amount of program income that will be used to fund each Service Category listed. The grand total program income shall match the amount reflected in Section I (Budget Summary), Column (D) Funding, Line 4 (Program Income).

f. **Column (F) Total Funding**

i. The total amount of funding from all sources needed to provide the Program Services is automatically calculated based on the information entered in Column B (Subaward Sums), Column C (Match), Column D (Non-Match) and Column E (Program Income). The grand total of funding shall match the grand total funding reflected in Section I (Budget Summary), Column (D) Total Budgeted Funding, Line 7 (Grand Total Funding).

ii. Do not enter information in this field; the amount is automatically calculated.

g. **Column (G) Unit Rate**

i. Enter the unit rate for each Service Category listed. Subrecipient may use whole numbers or decimal numbers for this amount. This information shall match the amount reflected in Exhibit X3 (Mandated Program Services for Title III B Program), Section I (Units of Service Summary), Column E (Unit Rate) for each Service Category listed.

SECTION I (BUDGET SUMMARY)

1. This Section I (Budget Summary) provides a snapshot of the Program's operating costs for the Fiscal Year (where the most common types of Program costs are listed herein). This Section I (Budget Summary) also provides a snapshot of the most common sources of revenue which are used to pay for/fund the Program's operating costs for the Fiscal Year. This information is presented under the following Columns (and an explanation will be provided for each):

   a. Column (A) Cost Categories

b. Column (B) Costs

c. Column (C) Funding Categories

d. Column (D) Funding

2. **Column (A) Cost Categories**

   a. For each cost category that applies to your operations, enter the following requested information: Cash (Subaward Sums), Cash (Subrecipient's Funds) and In-Kind.

      i. Cash (Subaward Sums): Enter the total costs that will be funded using the Subaward Sums.

      ii. Cash (Subrecipient's Funds): Enter the total costs that will be funded using Subrecipient's own cash funds (i.e., match cash, non-match cash and/or program income).

      iii. In-Kind: Enter the total costs that will be funded using Subrecipient's in-kind resources (i.e., match in-kind and non-match in-kind).

   b. Line 1 (Personnel)

      i. Refer to Section II (Budget Detail – Personnel) for detailed description.

   c. Line 2 (Volunteers)

      i. Refer to Section III (Budget Detail – Volunteers) for detailed description.

   d. Line 3 (Other Costs)

      i. Refer to Section IV (Budget Detail – Other Costs) for detailed description.

   e. Line 4 (Total Costs)

      i. The sum of the amounts reflected under personnel, volunteers and other costs. The total is classified by cash and in-kind costs and it is calculated by adding all of the cash amounts to obtain the total cost for cash obligations and by adding all of the in-kind amounts to obtain the total cost for in-kind services.

   f. Line 5 (Grand Total Costs)

      i. The sum of all costs which includes all cash and in-kind items.

3. **Column (B) Costs**

   a. For each cost category that applies to your operations, enter the following requested information: Total Budgeted Costs, Telephone Calls Unit Rate.

i. Total Budgeted Costs: Enter the total amount of the cost based on the amount reflected in the corresponding budget detail section. This amount must be reflected as cash or in-kind.

ii. Telephone Calls Unit Rate: The total budgeted costs for each cost category shall be reflected as a unit rate for both cash and in-kind costs.

b. Line 1 (Personnel)

i. Enter the total amount of personnel costs for cash obligations and in-kind services.

1. The total personnel costs for cash shall match the total of the amounts reported as cash in Section II (Budget Detail – Personnel), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total personnel costs for in-kind shall match the total of the amounts reported as in-kind in Section II (Budget Detail – Personnel), which is calculated by adding the following items: match in-kind and non-match in-kind.

c. Line 2 (Volunteers)

i. Enter the total amount of volunteer costs for in-kind services.

1. The total volunteer costs for in-kind shall match the total of the amounts reported as in-kind in Section III (Budget Detail – Volunteers), which is calculated by adding the following items: match in-kind and non-match in-kind.

d. Line 3 (Other Costs)

i. Enter the total amount of other costs for cash obligations and in-kind services.

1. The total of other costs for cash shall match the total of the amounts reported as cash in Section IV (Budget Detail – Other Costs), which is calculated by adding the following items: Subaward Sums, match cash, non-match cash and program income.

2. The total of other costs for in-kind shall match the total of the amounts reported as in-kind in Section IV (Budget Detail – Other Costs), which is calculated by adding the following items: match in-kind and non-match in-kind.

e. Line 4 (Total Costs)

i. Do not enter information in this field; the amount is automatically calculated.

f. Line 5 (Grand Total Costs)

   i. Do not enter information in this field; the amount is automatically calculated.

4. **Column (C) Funding Categories**

   a. For each funding category that applies to your operations, enter the following requested information: Cash, Cash (Subrecipient's Funds) and In-Kind.

      i. Cash: Enter the total amount of funding your organization is requesting in order to provide Program Services.

      ii. Cash (Subrecipient's Funds): Enter the total amount of funding that Subrecipient will provide using its own cash funds (i.e., match cash, non-match cash and/or program income).

      iii. In-Kind: Enter the total amount of funding that Subrecipient will provide using its own in-kind resources (i.e., match in-kind and non-match in-kind).

   b. Line 1 (Subaward Sums)

      i. Refer to Cover Page (Program Funding Summary) for detailed description.

   c. Line 2 (Match)

      i. Refer to Cover Page (Program Funding Summary) for detailed description.

   d. Line 3 (Non-Match)

      i. Refer to Cover Page (Program Funding Summary) for detailed description.

   e. Line 4 (Program Income)

      i. Refer to Cover Page (Program Funding Summary) for detailed description.

   f. Line 5 (Subrecipient meets minimum match requirement.)

      i. When the minimum match is met then a message will display indicating Subrecipient's compliance with the requirement. In the event that the minimum match requirement is not met, a message will display indicating that Subrecipient has not met the required match contribution. Upon such occurrence, Subrecipient shall make the necessary corrections to the appropriate budget detail section(s). It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

   g. Line 6 (Total Funding)

i. The sum of all sources of funding, classified by cash and in-kind resources. All cash amounts are added together (i.e., Subaward Sums, match cash, non-match cash and program income). All in-kind amounts are added together (i.e., match in-kind and non-match in-kind).

h. Line 7 (Grand Total Funding)

i. The sum of all sources of funding which includes all cash and in-kind sources. The Subaward Sums, match, non-match and program income amounts are added together and the sum is the Grand Total Funding.

5. **Column (D) Funding**

a. For each funding category that applies to your operations, enter the following requested information: Total Budgeted Funding and Telephone Calls Unit Rate.

i. Total Budgeted Funding: Enter the total amount of the funding based on the amount reflected in the corresponding budget detail section. This amount must be reflected as cash or in-kind.

ii. Telephone Calls Unit Rate: The total budgeted funding for each funding category shall be reflected as a unit rate for both cash and in-kind items.

b. Line 1 (Subaward Sums)

i. Enter the Subaward Sums for each funding source. The total of these amounts shall match the sum of all the Subaward Sum amounts entered in the budget detail sections under Column (F) Subaward Sums, excluding Section III (Budget Detail – Volunteers).

c. Line 2 (Match)

i. Match (Cash): Enter the total amount of match cash. This amount shall match the sum of all the match cash amounts entered in the budget detail sections under Column (G) Match (Cash), excluding Section III (Budget Detail – Volunteers).

ii. Match (In-Kind): Enter the total amount of match in-kind. This amount shall match the sum of all the match in-kind amounts entered in the budget detail sections under Column (G) Match (In-Kind).

d. Line 3 (Non-Match)

i. Non-Match (Cash): Enter the total amount of non-match cash. This amount shall match the sum of all the non-match cash amounts entered in the budget detail sections under Column (H) Non-Match (Cash), excluding Section III (Budget Detail – Volunteers).

ii. Non-Match (In-Kind): Enter the total amount of non-match in-kind. This amount shall match the sum of all the non-match in-kind amounts entered in the budget detail sections under Column (H) Non-Match (In-Kind).

e. Line 4 (Program Income)

i. Enter the total amount of program income. This amount shall match the sum of all the program income amounts entered in the budget detail sections under Column (I) Program Income, excluding Section III (Budget Detail – Volunteers).

f. Line 5 (Subrecipient meets minimum match requirement.)

i. Do not enter information in this field; the result is automatically determined.

g. Line 6 (Total Funding)

i. Do not enter information in this field; the amount is automatically calculated.

h. Line 7 (Grand Total Funding)

i. Do not enter information in this field; the amount is automatically calculated.

6. **Variance**

a. If the Grand Total Costs and the Grand Total Funding do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate budget detail section(s). It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

b. Do not enter information in this field; the variance is automatically calculated.

SECTION II (BUDGET DETAIL – PERSONNEL)

1. This Section II (Budget Detail – Personnel) provides details of Subrecipient's personnel costs for staff employed by Subrecipient (volunteer information is provided in Section III (Budget Detail – Volunteers)). Each of the following Columns of information will be discussed:

a. Column (A) Position Title

b. Column (B) % of Time on Program

c. Column (C) Monthly Salary

d. Column (D) No. of Months

e. Column (E) Total Costs
f. Column (F) Subaward Sums
g. Column (G) Match
h. Column (H) Non-Match
i. Column (I) Program Income
j. Column (J) Total Funding
k. Column (K) Variance

2. **Column (A) Position Title**
   a. Enter the title for each staff person's position when the following conditions are met:
      i. Any portion of this individual's salary will be: paid by the Subaward Sums; used to meet the match requirement such as when individual's salary is paid by other funding sources; and/or, funded by non-match and/or program income.
      ii. This individual's work/services either directly or indirectly benefit(s) the Program Services.
   b. List every position title even when there are multiple staff with the same position title.
   c. Subtotal Personnel
      i. This field represents the total of all personnel costs for employee salaries (it does not include costs for employer payroll taxes and employer-sponsored benefits for employees).
      ii. Do not enter information in this field; the amount is automatically calculated.
   d. Taxes
      i. Enter the rate which will be used to calculate the total amount of employer payroll taxes to be paid by Subrecipient for its employees. You may enter either whole numbers (e.g., 10) and/or fractional numbers (e.g., 10.5) and the information will display as a percentage (e.g., 10% or 10.50%, respectively).
      ii. The number entered here will automatically calculate the total cost of taxes under Column (E) Total Costs.
      iii. Note 1: Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.
   e. Benefits

i. Enter the rate which will be used to calculate the total amount of employee benefits to be paid by Subrecipient for its employees (employer-sponsored benefits for employees). You may enter either whole numbers (e.g., 10) and/or fractional numbers (e.g., 10.5) and the information will display as a percentage (e.g., 10% or 10.50%, respectively).

ii. The number entered here will automatically calculate the total cost of benefits under Column (E) Total Costs.

iii. Note 2: Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

f. Grand Total Personnel

i. This field represents the grand total of all personnel costs (including salary costs, employer payroll taxes and employer-sponsored benefits for employees) as well as all funding reported.

ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) % of Time on Program**

a. Enter the amount of time that the individual will work on the Program. Enter whole numbers only (e.g., enter 50 which will indicate that the individual will spend fifty percent (50%) of his/her time working on the Program).

4. **Column (C) Monthly Salary**

a. Enter the individual's monthly salary. Enter whole numbers only. Do not enter hourly rates. Determine the monthly salary if the individual is paid by an hourly rate.

5. **Column (D) No. of Months**

a. Enter the number of months that the individual will work on the Program during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

a. The total salary cost for the individual will automatically calculate by multiplying the following items: % of time on Program, monthly salary and no. of months. As such, these fields must have data entered before this total will calculate.

b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

a. Refer to Cover Page (Program Funding Summary) for detailed description.

b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this individual's salary. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Match In-Kind for Personnel: When Subrecipient intends to donate the services of this individual then these services shall be valued at the individual's regular paid salary (exclusive of fringe benefits and indirect costs), provided that the services are in the same skill for which the individual is normally paid. If the services are not in the same skill for which the individual is normally paid then Subrecipient shall use the fair market value to determine the individual's salary for purposes of this Budget.

   c. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this individual's salary when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this individual's salary when Subrecipient does not intend to (or cannot) use this funding source to meet the match requirement.

10. **Column (I) Program Income**

    a. Refer to Cover Page (Program Funding Summary) for detailed description.

    b. Enter the total amount of program income Subrecipient will use to fund any portion of the total cost of this individual's salary.

11. **Column (J) Total Funding**

    a. The total amount of funding from all resources, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.

    b. Do not enter information in this field; the amount is automatically calculated.

12. **Column (K) Variance**

    a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's

responsibility to know where the variance exists in order to make the correction.

b. Do not enter information in this field; the variance is automatically calculated.

SECTION III (BUDGET DETAIL – VOLUNTEERS)

1. This Section III (Budget Detail – Volunteers) provides details of the volunteers used by Subrecipient in the operation of the Program (paid staff information is provided in Section II (Budget Detail – Personnel)). Each of the following Columns of information will be discussed:
    a. Column (A) Position Title
    b. Column (B) Number of Positions
    c. Column (C) % of Time on Program
    d. Column (D) Monthly Salary Equivalent
    e. Column (E) No. of Months
    f. Column (F) Total Salary Equivalent
    g. Column (G) Match
    h. Column (H) Non-Match
    i. Column (I) Total In-Kind
    j. Column (J) Variance
2. **Column (A) Position Title**
    a. Volunteer is an individual who performs hours of service for civic, charitable or humanitarian reasons without promise, expectation or receipt of compensation for services rendered.
    b. Enter the title for each volunteer's position when the following conditions are met:
        i. Any portion of this individual's salary equivalent will be: used to meet the match requirement (as match in-kind) and/or classified as a non-match resource (as non-match in-kind).
        ii. This individual's work/services either directly or indirectly benefit(s) the Program Services.
        iii. The work/services provided by the individual are less than a full-time occupation.
        iv. The work/services are offered freely by the individual and without pressure or coercion from Subrecipient.

v. The work/services provided by the individual are of the kind typically associated with volunteer work.

vi. The individual does not displace Subrecipient's paid employees/staff/personnel.

vii. The individual does not receive or expect compensation from Subrecipient in exchange for his/her services.

c. Grand Total Volunteers

i. This field represents the grand total of all volunteer activities.

ii. Do not enter information in this field; the amount is automatically calculated.

3. **Column (B) Number of Positions**

a. If more than one (1) volunteer holds this position, enter the number of volunteers who function in the same capacity of this position.

4. **Column (C) % of Time on Program**

a. Enter the amount of time that the individual will work on the Program. Enter whole numbers only (e.g., enter 50 which will indicate that the individual will spend fifty percent (50%) of his/her time working on the Program).

5. **Column (D) Monthly Salary Equivalent**

a. 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 (e.g., if volunteer services total $1,000 and the minimum match contribution is $1,500 then Subrecipient may only report up to $750 of volunteer services as match in-kind).

b. The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services shall be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent shall be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

c. Enter the individual's monthly salary equivalent (where the salary equivalent is determined based on the value of the volunteer's work/services). Enter whole numbers only. Do not enter hourly rates.

6. **Column (E) No. of Months**

a. Enter the number of months that the individual will work on the Program during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

7. **Column (F) Total Salary Equivalent**

   a. The total salary equivalent for the individual will automatically calculate by multiplying the following items: number of positions, % of time on Program, monthly salary equivalent and no. of months. As such, these fields must have data entered before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of match in-kind that represents any portion of this individual's salary equivalent which Subrecipient intends to use to meet the match requirement.

9. **Column (H) Non-Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of non-match in-kind that represents any portion of this individual's salary equivalent which Subrecipient does not intend to (or cannot) use to meet the match requirement.

10. **Column (I) Total In-Kind**

    a. The total in-kind funding will automatically calculate by adding the following items: match in-kind and non-match in-kind.

    b. Do not enter information in this field; the amount is automatically calculated.

11. **Column (J) Variance**

    a. If the total salary equivalent (Column (F) Total Salary Equivalent) and the total in-kind (Column (I) Total In-Kind) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

    b. Do not enter information in this field; the variance is automatically calculated.

SECTION IV (BUDGET DETAIL - OTHER COSTS)

1. This Section IV (Budget Detail – Other Costs) provides details of Subrecipient's other costs when these costs are necessary and beneficial to provide Program Services. Each of the following Columns of information will be discussed:
    a. Column (A) Description
    b. Column (B) Unit Cost
    c. Column (C) No. of Units
    d. Column (D) No. of Months
    e. Column (E) Total Costs
    f. Column (F) Subaward Sums
    g. Column (G) Match
    h. Column (H) Non-Match
    i. Column (I) Program Income
    j. Column (J) Total Funding
    k. Column (K) Variance
2. **Column (A) Description**
    a. In addition to the costs identified in the other budget detail sections (i.e., personnel, lower tier subawards, space, etc.), there are other costs that may be necessary for Subrecipient to provide Program Services and these costs must be captured in Subrecipient's budget. Some of these other Program costs are listed herein (i.e., accounting services, advertising, audit services, etc.). Select from the list of values as follows:
        i. Place the cursor in the cell and a drop-down arrow will appear on the right side of the cell.
        ii. Click the drop-down arrow and select the appropriate Other Cost Description.
    b. If a cost category is not included in the prepopulated list, please enter a description of that cost in the cell.
    c. Grand Total Other Costs
        i. This field represents the grand total of all other costs and the grand total of each funding source. This information is automatically calculated by adding all of the amounts entered for each line item.
        ii. Do not enter information in this field; the amount is automatically calculated.
3. **Column (B) Unit Cost**
    a. Enter the monthly cost for each unit of Service to be provided, delivered, purchased, rented and/or leased. While the unit cost may vary from

month to month for some items, Subrecipient shall reflect the actual cost of the deliverable as closely as possible. Enter whole numbers only.

b. Mileage Cost: The cost per mile shall not exceed County's approved mileage rate which is currently $0.51 per mile (as of April 2016).

4. **Column (C) No. of Units**

   a. Enter the number of units/deliverables to be purchased by Subrecipient on a monthly basis. Enter whole numbers only.

5. **Column (D) No. of Months**

   a. Enter the number of months in which Subrecipient will incur other costs during the Fiscal Year (not to exceed twelve (12) months). Enter whole numbers only.

6. **Column (E) Total Costs**

   a. The total cost for each line item will automatically calculate by multiplying the following items: unit cost, no. of units and no. of months. As such, these fields must contain numerical data before this total will calculate.

   b. Do not enter information in this field; the amount is automatically calculated.

7. **Column (F) Subaward Sums**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of Subaward Sums that Subrecipient will use to fund any portion of the total cost of this line item. Enter whole numbers only.

8. **Column (G) Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of match cash, match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this line item when Subrecipient intends to use this resource to meet the match requirement.

9. **Column (H) Non-Match**

   a. Refer to Cover Page (Program Funding Summary) for detailed description.

   b. Enter the total amount of non-match cash, non-match in-kind and/or both which Subrecipient will provide to fund any portion of the total cost of this line item when Subrecipient does not intend to (or cannot) use this resource to meet the match requirement.

10. **Column (I) Program Income**

    a. Refer to Cover Page (Program Funding Summary) for detailed description.

b. Enter the total amount of program income Subrecipient will use to fund any portion of the total cost of each line item.

11. **Column (J) Total Funding**

a. The total of all sources of funding, including cash and in-kind resources, will automatically calculate by adding the following items: Subaward Sums, match cash, match in-kind, non-match cash, non-match in-kind and program income.

b. Do not enter information in this field; the amount is automatically calculated.

12. **Column (K) Variance**

a. If the total costs (Column (E) Total Costs) and the total funding (Column (J) Total Funding) do not match then the difference between these amounts will calculate. If a variance exists, please make the necessary corrections to the appropriate field(s) of information. It is Subrecipient's responsibility to know where the variance exists in order to make the correction.

b. Do not enter information in this field; the variance is automatically calculated.

EXHIBIT DD

(PLACEHOLDER)

EXHIBIT EE

(PLACEHOLDER)

EXHIBIT FF

(PLACEHOLDER)

EXHIBIT GG
(SUBRECIPIENT'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)

Subrecipient shall provide information about its encryption practices. Subrecipient attests that the information provided in this Exhibit certifies that Subrecipient will comply with County of Los Angeles Board of Supervisor's policy entitled "Contractor Protection of Electronic County Information" (policy number pending), at the commencement of and during the term of the Subaward.

REQUIREMENT	COMPLIANCE RESPONSE	DOCUMENTATION AVAILABLE
	Yes/No	Yes/No
Will County Information Assets stored on your workstation(s) be encrypted?		
Will County Information Assets stored on your laptop(s) be encrypted?		
Will County Information Assets stored on removable media be encrypted?		
Will County data be encrypted when transmitted?		
Will Subrecipient maintain a copy of any validation/attestation reports generated by its encryption tools?		
Will County Information Assets be stored on remote servers (i.e., cloud storage, Software-as-a-Service (Saas))?		

Subrecipient's Name	Subaward Number
Name of Authorized Representative (Print)	Title of Authorized Representative
Authorized Representative's Signature	Date