



SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES
AGING AND DISABILITIES DEPARTMENT

AND

CITY OF POMONA

FOR

ELDERLY NUTRITION PROGRAM (ENP)

SUBAWARD NUMBER ENP252607

SUBAWARD PERIOD: JULY 2025 – JUNE 2026

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Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)

Exhibit G (Safely Surrendered Baby Law)

Exhibit H (Intentionally Omitted)

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

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

RECITALS

This agreement for services ("Subaward" or "Contract") is made and entered into on **July 1, 2025** ("Execution Date") by and between the parties identified below:

**County of Los Angeles through its
Aging and Disabilities Department**
("County")

County's Business Address:
**510 South Vermont Avenue
Los Angeles, CA 90020**

and

City of Pomona
("Subrecipient" or "Contractor")

Subrecipient's Business Address:
**P.O. Box 660
Pomona, CA 91769**

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

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

WHEREAS, pursuant to Program Memo No. 23-12 issued on June 112, 2023, the State of California, through the CDA, has allocated nutrition modernization funds to the Area Agencies on Aging (AAA) for modernization of the OCA to encourage the AAAs to advance and expand OCA programs, with a focus on ensuring ongoing sustainability; and

WHEREAS, Subrecipient warrants that it possesses and will maintain the competence, expertise, and personnel necessary to provide such ENP Services within County's jurisdictional boundaries for Supervisorial District One (1) throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient will establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of ENP in order to ensure that all goals and objectives are achieved as contracted; 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, on **May 13, 2025**, the Los Angeles County Board of Supervisors ("Board") authorized the Director of County of Los Angeles Aging and Disabilities Department ("County's Director") or their designee to enter, execute and administer this Subaward.

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

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B1.1, B1.2, C1.1, C1.2, D, E, F1, G, I, J, K, L, M, N, O, P, Q, R, S, T, and U 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 will be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2 **Intentionally Omitted**
- 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 will 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, visit County's website at: <https://www.lacountyad.org/business>.
- 1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, will be in writing, and will 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 will 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 and Attachments)
- 1.6.2 Exhibit B1.1 (Budget)
- 1.6.3 Exhibit B1.2 (Budget)
- 1.6.4 Exhibit C1.1 (Mandated Program Services)
- 1.6.5 Exhibit C1.2 (Mandated Program Services)
- 1.6.6 Exhibit D (County's Administration)
- 1.6.7 Exhibit E (Subrecipient's Administration)
- 1.6.8 Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)
- 1.6.9 Exhibit G (Safely Surrendered Baby Law)
- 1.6.10 Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))
- 1.6.11 Exhibit J (Charitable Contributions Certification)
- 1.6.12 Exhibit K (Information Security and Privacy Requirements)
- 1.6.13 Exhibit L (California Civil Rights Laws Certification)
- 1.6.14 Exhibit M (FEMA Provisions)
- 1.6.15 Exhibit N (Criteria and Standards for Letters of Credit and Certificates)
- 1.6.16 Exhibit O (Subrecipient's Compliance with Encryption Requirements)
- 1.6.17 Exhibit P (Definitions)
- 1.6.18 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.19 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.20 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)
- 1.6.21 Exhibit T (List of Lower Tier Subawards)
- 1.6.22 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

- 1.7 In addition to the terms and conditions listed herein, Subrecipient must comply with the State's terms and conditions and must obtain the most current version of the CDA contract and any amendments thereto which are available online as follows: https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Contracts_Download_Page/
- 1.8 All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Subrecipient pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and will form a part of this Subaward. Subrecipient must comply with all directions and instructions issued by County through these forms of communication.

2.0 DEFINITIONS AND HEADINGS

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

2.2 Federal and County Terms

- 2.2.1 In compliance with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., the following terms will be used to refer to this Agreement:

2.2.1.1 **Subaward:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of Pomona for Elderly Nutrition Program Subaward Number ENP252607 Subaward Period July 1, 2025 – June 30, 2026

2.2.1.2 **Subrecipient:** The party to this Agreement who is identified as **City of Pomona**

2.2.1.3 **Lower Tier Subaward:** A third-party agreement; and

2.2.1.4 **Lower Tier Subrecipient:** A third-party

- 2.2.2 In compliance with County of Los Angeles statutes and Board mandates, the following terms also may be used to refer to this Agreement in certain instances:

2.2.2.1 **Contract:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of Pomona Elderly Nutrition Program Subaward Number ENP252607 Subaward Period July 1, 2025 – June 30, 2026;

2.2.2.2 **Contractor:** The party to this Agreement who is identified as **City of Pomona**

2.2.2.3 **Subcontract:** A third-party agreement

2.2.2.4 **Subcontractor:** A third-party

2.2.3 In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward, and Lower Tier Subrecipient are used, then these will 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 must 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 will be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient will have no claim whatsoever against County.
- 3.3 In the performance of this Subaward, Subrecipient must comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.
- 3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient must provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary); Budget exhibit(s); and Mandated Program Services exhibit(s).
- 3.6 At County's request, Subrecipient must complete a new Budget exhibit(s) and Mandated Program Services exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents must be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.
- 3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient must adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work and Attachments), Attachment 2 (Performance Requirements Summary).

- 3.8 The Subaward Sum allocated for any Fiscal Year under this Subaward and the Services associated with those funds may be reduced from Subrecipient's allocation 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 Subaward Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Subaward Sum).
- 3.9 Subrecipient agrees that the performance of Work and Services pursuant to the requirements of this Subaward will conform to accepted professional standards.

4.0 TERM OF SUBAWARD

- 4.1 The term of this Subaward will be one (1) year commencing on July 1, 2025, upon execution by the parties, and will continue through June 30, 2026, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).
- 4.2 Following the initial term as set forth in Subparagraph 4.1 above, County will have the sole option to extend the Subaward term for up to three (3) additional one (1) year periods for a maximum total Subaward term of four (4) years. Each such extension option will be exercised at the sole discretion of County's Director or their designee as authorized by the Board.
- 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 must 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 must send written notification to County's Contract Manager at the address herein provided in Exhibit D (County's Administration).

5.0 SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

- 5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year or Program Year identified in each such document. This unit rate(s) will remain firm and fixed throughout the entire term of such Fiscal Year or Program Year under 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.

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

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

5.1.2 Funding Allocations

5.1.2.1 During the term of this Subaward, Subrecipient will receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **\$462,500** (which includes OAA Funds in the amount of \$384,500 and Modernizing Older Californians Act (MOCA) Funds in the amount of \$78,000) ("Subaward Sum Year 1") and the year-to-date funding allocation is **\$462,500** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **\$462,500** ("Subaward Sum Year 2"); **\$462,500** ("Subaward Sum Year 3"), and **\$462,500** ("Subaward Sum Year 4"). If County exercises all renewal options under this Subaward, the Maximum Subaward Sum is projected to be **\$1,850,000**.

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

5.1.3 Subaward Sum Year 1 Funding Source(s)

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

5.1.3.2 OAA Title III C-1 (Nutrition Services) original baseline funds

5.1.3.2.1 Subaward Sum: **\$384,500**

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2025 – June 30, 2026

5.1.3.2.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.3 Modernizing Older Californians Act (MOCA) funds for ENP Congregate Meal Services

5.1.3.3.1 Subaward Sum: **\$78,000**

5.1.3.3.2 Service Area: Supervisorial District 1

5.1.3.3.3 Period of Performance: July 1, 2025 – June 30, 2026

5.1.3.3.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation or Elderly Nutrition Program Services

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

5.2.1 Subrecipient will not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever, must not occur except with County's express prior written approval.

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

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

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

5.4.1 Subrecipient will 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 must immediately notify County's Contract Manager and must immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward will not constitute a waiver of County's right to recover such payment from Subrecipient.

5.5 **INVOICES AND PAYMENTS**

5.5.1 Subrecipient must invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work and Attachments), Mandated Program Services exhibit(s) and elsewhere hereunder. Subrecipient must prepare invoices, which will include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice must be based on actual expenditures and Subrecipient will not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient will not submit an invoice based on 1/12th of the Subaward Sum allocated for the Fiscal Year under this Subaward).

5.5.2 Subrecipient's invoices must be priced in accordance with the information provided in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein. Subrecipient will 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 will be due to Subrecipient for that Work.

5.5.3 **Intentionally Omitted**

5.5.4 **Submission of Invoices**

5.5.4.1 Subrecipient must prepare monthly invoices, along with any necessary supporting documentation for each invoice,

for Subrecipient's Work performed under the requirements of this Subaward. Monthly invoices must also include any amounts related to matching funds and program income, if applicable. Upon direction of County, Subrecipient must 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) – Subrecipient's Gateway or via other ITS identified by County. Subrecipient must 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 must submit an invoice for Services provided in October by November 10th for reimbursement). In instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.5.4.1.1 Subrecipient must submit the final, year-end invoice to County no later than the 3rd calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year, unless otherwise instructed by County. In instances, when the 3rd calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

- 5.5.4.1.2 Subrecipient must report all final costs incurred under this Subaward. If applicable, Subrecipient must also include any matching funds and program income in the final year-end invoice.
- 5.5.4.2 Subrecipient must submit an invoice for each month of Service as directed above and invoices must be submitted in chronological order (e.g., July, August, September, etc.). For example, Subrecipient must not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Subrecipient takes the appropriate measures to adhere to these requirements.
- 5.5.4.3 When Subrecipient does not incur any expenditures for the month of Service, Subrecipient must prepare an invoice as directed by County so that the invoice reflects zero dollars (\$0) expenditures. Subrecipient must submit the invoice according to the procedures outlined herein and as further directed by County.
- 5.5.4.4 Subrecipient is responsible for the accuracy of invoices submitted to County. Subrecipient must reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Subrecipient and County agree as follows:
 - 5.5.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds the Subaward Sum allocated for any Fiscal Year under this Subaward. Subrecipient must return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.
 - 5.5.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient must immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient must immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

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

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

5.5.5 **County Approval of Invoices**

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

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

5.5.6 **Payments to Subrecipient**

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work and Attachments) and any amendments, addendums, or modifications thereto. Such payment will not exceed the amount(s) indicated in Subparagraph 5.1.2

(Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has no obligation to pay for any work except those Services expressly authorized by this Subaward.

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

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

5.5.6.4 **Past Due Invoice**

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

5.5.6.5 **Method of Compensation Adjustment**

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

5.5.7 **Subaward-Related Documents**

- 5.5.7.1 Subrecipient must complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents must 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 and Attachments), Attachment 7 (Site Summary); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit E (Subrecipient's Administration); Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit J (Charitable Contributions Certification); Exhibit L (California Civil Rights Laws Certification); Exhibit M (FEMA Provisions) (applicable only when Subaward Sums include FEMA funds); Exhibit O (Subrecipient's Compliance with Encryption Requirements); Exhibit R (Joint Funding

Revenue Disclosure); Exhibit T (List of Lower Tier Subawards); and Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program).

5.5.8 **Preference Program Enterprise– Prompt Payment Program**

5.5.8.1 Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 **COST OF LIVING ADJUSTMENTS (COLA's)**

5.6.1 If requested by Subrecipient, the Subaward hourly, daily, monthly or Unit Rate amount may, at the sole discretion of County, be increased annually based on the most recent published percentage change in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the Subaward commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where County decides to grant a COLA pursuant to this Subparagraph for living wage subawards, County may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing Services under this Subaward) from the base upon which a COLA is calculated, unless Subrecipient can show that its labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Subaward, it will require a written amendment to this Subaward first, that has been formally approved and executed by the parties. To request a COLA, Subrecipient must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods identified in Subparagraph 4.2. At no time will any increase in the Subaward hourly, daily, monthly or Unit Rate amount, or COLA adjustment, ever result in the Subaward Sum exceeding the Subaward Sum or Maximum Subaward Sum.

5.7 **LIMITATIONS ON USE OF SUBAWARD SUMS**

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

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward must 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 must comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and must adhere to the strict administrative and fiscal standards described therein. Subrecipient will 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 [eCFR :: 45 CFR Part 75 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards](#) and [eCFR :: Title 2 of the CFR -- Federal Financial Assistance](#). Subrecipient must also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.7.3 **Limitations on Subaward Sums**

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

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

5.7.4 **Prohibitions on Subaward Sums**

5.7.4.1 Subrecipient must 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 must also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and must provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward will be used in the

performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

- 5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County, or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.
- 5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.
- 5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.
- 5.7.4.6 Subrecipient and any approved Lower Tier Subrecipient(s) must comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5.8 OTHER SUBAWARDS

- 5.8.1 Subrecipient must 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 must be kept on file at Subrecipient's offices and must be provided to County upon request. Subrecipient must 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 will 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 must complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient must submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 FEDERAL AWARD INFORMATION

- 5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but no limited to, the following: Federal Award Identification Number (FAIN), Assistance Listings Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and any approved Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient must provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.
- 5.10.2 Subrecipient Name: City of Pomona
- 5.10.3 Subrecipient's UEI Number: JTBWFU4KQ1C1
- 5.10.4 Federal Award Identification Number (FAIN): 2501CAOACM-01
- 5.10.5 Federal Award Date: July 1, 2025
- 5.10.6 Subaward Period of Performance Start and End Date: July 1, 2025 – June 30, 2026
- 5.10.7 Amount of Federal Funds Obligated by this Action: \$462,500
- 5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): \$462,500
- 5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$462,500
- 5.10.10 Federal Award Project Description: Federal Title IIIC1 3C1L
- 5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and Human Services, Administration for Community Living; California Department of Aging; and County. Refer to Exhibit D (County's Administration) for County contact information.
- 5.10.12 Assistance Listings Number and Title: 93.045 – Special Programs for the Aging, Title III, Part C (Nutrition Services)
- 5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.
- 5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 15% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 SUBRECIPIENT INDIRECT COSTS

- 5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is fifteen percent (15%) of Subrecipient's modified total direct costs for Title III C-1 Program Services and fifteen percent (15%) of Subrecipient's modified total direct costs for Title III C-2 Program Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).
- 5.11.2 Subrecipient must ensure that it has an approved indirect cost rate accepted by all Federal awarding agencies or an allocation plan approved by County, which documents the methodology used to determine the indirect costs, prior to reporting any indirect costs on Budget exhibit(s) and/or requesting reimbursement for such costs. Subrecipient must maintain documentation of its approved indirect cost rate/allocation plan in accordance with the requirements noted under Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 5.11.3 Subrecipient must not charge indirect costs exceeding the fifteen percent (15%) maximum to this Subaward. Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as match in-kind for purposes of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.
- 5.11.4 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].
- 5.11.5 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards) which is available on-line at: https://ad.lacounty.gov/wp-content/uploads/2025/08/Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01_07.30.25.pdf.

5.12 MATCH CONTRIBUTION

5.12.1 Subrecipient must provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution must be reflected in Budget exhibit(s). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution and/or an in-kind match contribution. This match is calculated as a percentage of the Subaward Sum allocated for any Fiscal Year under this Subaward as reflected in Paragraph 5.0 (Subaward Sum).

5.12.2 The required match contribution for OAA Title III C-1 is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.

5.12.3 Forms of Match Contributions

5.12.3.1 Match Cash Contribution

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

5.12.3.2 Match In-Kind Contribution

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

5.12.3.3 Determination of In-Kind Volunteer Services

5.12.5.3.1 Volunteer services may be used to meet the match contribution requirement and must be reported as match in-kind. However, when using volunteer services to meet the match contribution

requirement, this in-kind match must not exceed more than fifty percent (50%) of the required match contribution.

- 5.12.5.3.2 The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services must 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 must be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

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

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

6.0 **ADMINISTRATION OF SUBAWARD - COUNTY**

6.1 **COUNTY ADMINISTRATION**

- 6.1.1 A listing of all County Administration referenced in the following Subparagraphs is designated in Exhibit D (County's Administration). County

will notify Subrecipient in writing of any change as they occur. Said changes do not require an amendment to this Subaward.

6.2 COUNTY'S CONTRACT MANAGER

6.2.1 The role of County's Contract Manager or their designee may include:

- 6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event will Subrecipient's obligation to fully satisfy all 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 will Subrecipient's obligation to fully satisfy all 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 their designee may include:

- 6.3.1.1 Meeting with Subrecipient's Program 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 will 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 their 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 will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.4.1.3 Ensuring that the objectives of this Subaward are met.

6.5 COUNTY'S CONTRACT ANALYST

6.5.1 The role of County's Contract Analyst is to manage and facilitate the administrative functions of the Subaward. County's Contract Analyst reports to County's Contract Manager.

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 SUBRECIPIENT ADMINISTRATION

7.1.1 A listing of all Subrecipient's Administration referenced in the following Subparagraphs is provided in Exhibit E (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any changes as they occur. Said changes do not require an amendment to this Subaward.

7.2 SUBRECIPIENT'S PROJECT MANAGER

7.2.1 Subrecipient's Project Manager is designated in Exhibit E (Subrecipient's Administration). Subrecipient must notify County's Contract Manager in writing of any change to Exhibit E (Subrecipient's Administration), as changes occur.

7.2.2 Subrecipient's Project Manager will be responsible for Subrecipient's day-to-day activities as related to this Subaward and will 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 and Attachments).

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

7.3.1 County has the absolute right to approve or disapprove all Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient must 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 will provide, at Subrecipient's expense, all staff providing Services under this Subaward with a photo identification badge ("badge").

The badge must be developed in accordance with County's specifications. Subrecipient must 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, must 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 their person and Subrecipient's staff must immediately comply with such request.
- 7.4.3 Subrecipient must notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient must retrieve and immediately destroy the staff's badge upon the staff's termination of employment with Subrecipient.
- 7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient must retrieve and immediately destroy an staff's badge at the time the staff is removed from working on this Subaward.

7.5 **BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.5.1 Each of Subrecipient's or Lower Tier Subrecipient's, as applicable, staff/employees providing Services under this Subaward who is in a designated sensitive position, as determined by County in County's sole discretion, must 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 must 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 must not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

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

- 7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).
- 7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).
- 7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).
- 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).
- 7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient must 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 will 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 will 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 must 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 must maintain records of criminal convictions and/or pending criminal trials in the file of each such person.
- 7.5.6 Subrecipient must 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 must 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 will not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.5.8 These terms will also apply to lower tier subrecipients of County subrecipients.

7.6 **CONFIDENTIALITY**

7.6.1 Subrecipient must 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 must 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, Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement), and Exhibit I (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 will be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all its officers, employees, agents, and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

7.6.4 Subrecipient must sign and adhere to the provisions of Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

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

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

7.6.5.3 Subrecipient and any approved Lower Tier Subrecipient must not use PSCI for any purpose other than carrying out Subrecipient's obligations under this Subaward. PSCI must 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 fingerprint, voice print or a photograph.

7.6.5.4 Subrecipient and any approved Lower Tier Subrecipient must 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 must forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

- 7.6.5.5 Subrecipient and any approved Lower Tier Subrecipient may allow Client to authorize the release of information to specific entities, but must not request or encourage Client to give a blanket authorization or sign a blank release, nor will 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 must be prepared by County and executed by Authorized Representative and by County's Director or their designee.
- 8.1.2 County's Board, 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 or Chief Executive Officer. To implement such changes, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.
- 8.1.3 County's Director or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time will 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 must be prepared by County and executed by Authorized Representative and by County's Director or their designee.
- 8.1.4 The following events will 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 will 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, including expenditure of Pool Dollars, 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 will all have the same effect as an Amendment. Such Change Notice will 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 will be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient must adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

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

- 8.2.1 Subrecipient (that is, "Contractor") must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Subaward (that is, "Contract"), whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph 8.2, County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "Subcontract"), delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of

such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 **AUTHORIZATION WARRANTY**

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

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

8.3.3 **Board of Directors' Resolution**

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

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

8.3.3.3 Subrecipient's resolution, order, motion, or other authorization must contain the following elements: reference to this Subaward by name and number; authorize execution of this

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

8.4 BUDGET REDUCTIONS

- 8.4.1 In the event that County's Board 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 will also be reduced correspondingly. County's notice to Subrecipient regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Subrecipient must continue to provide all of the Services set forth in this Subaward.

8.5 COMPLAINTS

- 8.5.1 Subrecipient must develop and maintain operating procedures for receiving, investigating, and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient must provide County's Program Manager with Subrecipient's procedures for receiving, investigating, and responding to Client complaints.
- 8.5.2 County will review Subrecipient's procedures and provide Subrecipient with approval of said procedures or with requested changes.
- 8.5.3 If County requests changes in Subrecipient's procedures, Subrecipient must make such changes and resubmit the procedures within five (5) business days for County approval.
- 8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's procedures, Subrecipient must submit proposed changes to County's Program Manager for approval before implementation.
- 8.5.5 Subrecipient must 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 will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses must be sent to County's Program Manager within five (5) business days of mailing to the complainant.
- 8.5.8 Subrecipient must provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient must 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 must 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 will be final and irrevocable.
- 8.5.10 At a minimum, Subrecipient must 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 must comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient must 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 must 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 will be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 [Title 41 United States Code Section 4712](#)). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or more, Subrecipient must also adhere to the following policies: Clean Air Act, as amended ([Title 42 United States Code Section 7401 et seq.](#)); Federal Water Pollution Control Act, as amended ([Title 33 United States Code Section 1251 et seq.](#)); Environmental Protection Agency Regulations (Title 40 Code of Federal Regulations Part 29 and Executive Order 11738); State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies, and procedures of the Federal, State and County authorities, as applicable.
- 8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it will comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient must pay all Federal and State payroll taxes; and Subrecipient must 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 will 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 \(1\) - 2000e \(17\)](#), [Title 42 United States Code Section 2000d](#) and [Title 45 Code of Federal Regulations Part 80](#)] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person will, 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. Additionally, Subrecipient certifies to County:

- 8.7.1.1 Subrecipient has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.1.2 Subrecipient periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.1.3 Subrecipient has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.1.4 Where problem areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or more, Subrecipient must not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph 8.7.2, "subaward" includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of one hundred thousand dollars (\$100,000) or more for the Fiscal Year or Program Year (where the subaward or contract funds originate from the State).
- 8.7.3 Subrecipient must ensure compliance with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) as directed by County and as a condition of executing this Subaward. The California Civil Rights Laws Certification ensures Subrecipient's compliance with the Unruh Civil Rights Act (California Civil Code Section 51) and the Fair Employment and Housing Act (California Government Code Section 12960), and further ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

- 8.8.1.1 This Subaward (that is, "Contract") is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

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 ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its employees will 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 deducts 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 will also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8 will be inserted into any such Lower Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program must 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 will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure must 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 will be a material breach of this Subaward.

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

- 8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor must 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/START 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 will give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must 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 Chapter 2.202 of the County Code

- 8.12.2.1 Subrecipient (that is, "Contractor") is hereby notified that, in accordance [Chapter 2.202 of the County Code](#), 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 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will 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 must 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 will 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 poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor will also encourage any approved Lower Tier Subrecipients (that is, "Subcontractors"), if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

8.14.2 As required by County's Child Support Compliance Program ([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 will during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 Subrecipient will 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 must 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 must 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 its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient must 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 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Subrecipient must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Subrecipient must indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Subrecipient or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Subaward.

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION

- 8.18.1 This Subaward may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Subaward. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 8.18.2 County and Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities (facsimile, email, or electronic signature), as

legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Subaward.

8.19 **FAIR LABOR STANDARDS**

8.19.1 Subrecipient must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 will 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 will 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 will 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 will be exclusively in the County.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Subrecipient will 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 will 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 will 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 must adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

- 8.23.1 Subrecipient must 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 must 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, must 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 must 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 must 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 must match the name of Subrecipient identified as the contracting party in this Subaward. Certificates must 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), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to:
- County of Los Angeles
Aging and Disabilities Department
Contracts Management Division
Attention: County's Contract Manager
510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020
- 8.24.2.6 Subrecipient also must 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 must promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any approved Lower Tier Subrecipients which arises from or relates to this Subaward, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

8.24.3.1 The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 will 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 must 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 Changes in Insurance

8.24.4.1 Subrecipient must provide County with, or Subrecipient's insurance policies must contain a provision that County will 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 must 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 will 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 must 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 Must Be Primary

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, must be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.9 Lower Tier Subrecipient Insurance Coverage Requirements

8.24.9.1 Subrecipient must include all Lower Tier Subrecipients as insureds under Subrecipient's own policies, or must provide County with each Lower Tier Subrecipient's separate evidence of insurance coverage. Subrecipient will be responsible for verifying that each Lower Tier Subrecipient complies with the Required Insurance provisions herein, and must require that each Lower Tier Subrecipient name County and Subrecipient as additional insureds on the Lower Tier Subrecipient's General Liability policy. Subrecipient must 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 will 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 must 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 must precede the effective date of this Subaward. Subrecipient understands and agrees it will maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination, or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

8.24.13.1 All liability policies must 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 must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability**

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

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

8.25.2 **Automobile Liability**

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

8.25.3 **Workers Compensation and Employers' Liability**

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

8.25.4 **Sexual Misconduct Liability**

8.25.4.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) 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.

8.25.5 Intentionally Omitted

8.25.6 Property Coverage

8.25.6.1 Subrecipient who is given exclusive use of County owned or leased property must 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 must be named as an Additional Insured and Loss Payee on Subrecipient's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

8.25.7 Crime Coverage

8.25.7.1 A Fidelity Bond or Crime Insurance policy with limits of not less than fifty thousand dollars (\$50,000) per occurrence. Such coverage must 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 must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.25.8 Intentionally Omitted

8.25.9 Cyber Insurance Liability

8.25.9.1 Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least three million dollars (\$3,000,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business

interruption; any other liability or risk that arises out of Subaward. Subrecipient must add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County's Director, or their designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Director, or their designee, at their 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 Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If County's Director, or their designee determines that there are deficiencies in the performance of this Subaward that County's Director, or their designee deems are correctable by Subrecipient over a certain time span, County's Director, or their 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 Director, or their 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 will be one hundred dollars (\$100). Subrecipient will be liable to County for liquidated damages in said amount and this amount will be deducted from County's payment to Subrecipient.

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

8.26.4 The action noted in Subparagraph 8.26.3 will 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 must 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 and Attachments), Attachment 2 (Performance Requirements Summary) or Subparagraph 8.26.3, and must 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 and Attachments), Attachment 2 (Performance Requirements Summary) 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 must 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 will 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 certifies to County each of the following:

8.28.2.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment

8.28.2.2 Contractor periodically conducts a self-analysis or utilization analysis of its work force

- 8.28.2.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables
- 8.28.3 Contractor must 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 must include, but is not limited to; employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with any approved Lower Tier Subrecipients (that is, "Subcontractors"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will allow County representatives access to Contractor's employment records during County's business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation will 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 will 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 will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation

pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

8.29.1 Nothing herein is intended nor will be construed as creating any exclusive arrangement with Subrecipient. This Subaward will 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 must, 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 must 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 Director, or their designee will resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Subrecipient must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.33.1 Subrecipient (that is, "Contractor") must notify and provide to its employees, and will require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at: [Baby Safe Surrender Program – COUNTY OF LOS ANGELES](#).

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Subaward must be in writing and will 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 D (County's Administration) and Exhibit E (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 their designee will 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 will 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq. \(Public Records Act\)](#), and which are marked "trade secret", "confidential" or "proprietary". County will 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 must 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 will not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:

- 8.37.1.1 Subrecipient must develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Subaward, Subrecipient will not, and will 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.
- 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 will apply.
- 8.37.3 Subrecipient will not use or display the official seal of County of Los Angeles or the logo of Aging and Disabilities Department 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 Board.

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

- 8.38.1.1 Subrecipient must maintain accurate and complete financial records (such as bank statements, cancelled checks or other closeout proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient must 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 must 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 must 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 must adhere to the requirements of the authorized retention period, which will be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by

applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which will be communicated to Subrecipient in writing).

- 8.38.1.3 All such material must 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 must 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 must dispose of, shred, or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient must obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient must notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction must 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), must 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 must not be limited to the authorized retention period but must last as long as the records are retained.
- 8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient must preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient must 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 must maintain all records relative to such action and must 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 must provide the Services herein under the general supervision of County's Director and their authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County will 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 must 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 must provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) will not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 will also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.1.1 Subrecipient acknowledges County is required to verify directly with clients that they have received the Services specified in this Subaward and billed by Subrecipient to County. Subrecipient must provide all client contact information upon request.

8.38.3.1.2 Failure to provide client verification or other information as requested by County, or its representatives, will be considered noncompliance. Noncompliance penalties include sanctioning, which may consist of suspension, withholding of invoice payments and/or disallowed costs, and all other rights County reserves in noncompliance situations as established in this Subaward, up to and including termination.

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 will 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 must be responsible for monitoring the activities of any approved Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient must conduct on-site fiscal and program monitoring reviews which must be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient must 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 one million dollars (\$1,000,000) or more in a year in Federal awards, including

pass-through awards, must 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 must ensure that such audit will 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 must submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter must 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 must 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 must 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 must 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 must comply with the review and audit requirements which must 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 must 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 will 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 will 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 will be paid to Subrecipient by County by cash payment, provided that in no event will 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 will 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's 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 will 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 will be deemed a material breach of this Subaward. Subrecipient must provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and must allow County up to sixty (60) days to complete its review process. As such, Subrecipient must 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 must 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 must complete Exhibit T (List of Lower Tier Subawards) and at County's request must promptly provide the following information either on or along with Exhibit T (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 must 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 will 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 will not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying any approved Lower Tier Subrecipients of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient must 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 will 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 must obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to

meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance must also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient must ensure delivery of all such documents to County's Contract Manager or designee.

- 8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County will outline the reason(s) for the amendment and Subrecipient must 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 must provide a draft copy of the proposed amendment to County's Contract Manager, and must allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient must forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Subrecipient must 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 must be made applicable to such Lower Tier Subaward. To this end, Subrecipient must 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 ENP252607 with County of Los Angeles Aging and Disabilities Department and will be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward must inure to the benefit of County of Los Angeles.
- 8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward will not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.
- 8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient must maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent

to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.

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

8.40.15 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) for Lower Tier Subrecipient(s) as a condition of executing this Subaward.

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

8.41.1 Failure of Subrecipient (that is, "Contractor") to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will 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 will be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to [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 will 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 will be no less than thirty (30) calendar days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Subrecipient must:

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 would 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 must 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient will 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 will 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 will 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 will 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, will 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 will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 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 will 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 will 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 must 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 will 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 will 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 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 will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County will 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 will not be affected thereby.

8.49 WAIVER

8.49.1 No waiver by County of any breach of any provision of this Subaward will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, will 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 will 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 will 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), will 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 will be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient,

pursuant to [Los Angeles County Code Chapter 2.206](#). Prior to the commencement of this Subaward, Subrecipient must 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.

8.53 TIME OFF FOR VOTING

8.53.1 Subrecipient must notify and provide its employees, and must require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to [California Elections Code Section 14000](#). Not less than ten (10) days before every statewide election, Subrecipient and any approved Lower Tier Subrecipient(s) must 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 [Section 14000](#).

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

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

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

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

8.55 INTENTIONALLY OMITTED

8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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

8.57 COMPLIANCE WITH COUNTY POLICY OF EQUITY

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

8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

8.59 INJURY AND ILLNESS PREVENTION PROGRAM

8.59.1 Subrecipient will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN SUBAWARD PROCEEDING

8.60.1 Pursuant to [Government Code Section 84308](#), Subrecipient and its Lower Tier Subrecipients, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Subaward. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Subparagraph, may be a material breach of this Subaward as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 Fraud Prevention Reporting

- 9.1.1.1 Subrecipient's staff working on this Subaward must 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 must comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and must 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 must 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 must 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 must comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and must 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 must report the abuse and must submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.1.4 Withholding of Payment

- 9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Subaward Sum allocated for any Fiscal Year under this Subaward or the entire amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient.

For purposes of this Subaward, fraud and abuse will 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 must 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 must 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 J (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 ([County Code Chapter 2.202](#)). Prior to the commencement of this Contract, Contractor must submit the completed Exhibit J (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 I (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 I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES

- 9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Subrecipient must 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 must 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 must notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.
- 9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this Subaward, County may, at its sole discretion, take any (or all) of the following actions:
 - 9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.
 - 9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.
 - 9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

9.7 **INTENTIONALLY OMITTED**

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

- 9.8.1 Subrecipient represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Subrecipient's business profile and identifies the goods/services being provided by Subrecipient. Subrecipient must 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 will 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, will 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 must modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:
- 9.9.1.1.1 Is a mechanism that allows Subrecipient to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification must not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work and Attachments)).
 - 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 must adhere to it in its entirety.
- 9.9.1.2 Any Modification, as described below, will 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 must not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County).

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget(s) from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification must 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 must 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 will not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward. Subrecipient must 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 must 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 and Attachments)) to another is classified as a Program Modification. Subrecipient must 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 will 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 will 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 will 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, must 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 must maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County will 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 must 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 will have all ownership rights of software or modification thereof and associated documentation designed, developed, or installed using Federal financial participation. The Federal government will 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, will not be subject to the ownership provisions of this Subparagraph 9.11.

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

- 9.12.1 Subrecipient must 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 will inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will 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, will 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 will 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, expenditures, staffing, administration, etc.). County will 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 will 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 will monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County will provide Subrecipient a written notice indicating the reasons for the probation (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this probation will become effective, the date upon which Subrecipient must 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 will mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and any approved Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed

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

- 9.13.3.2 When County suspends Subrecipient, County will provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension will become effective, the date upon which Subrecipient must 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 will 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 must:
 - 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 will 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 will 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, will remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Subrecipient must 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 must address all of the deficiencies noted by County.

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

9.14 **TRANSITION OF SUBAWARD SERVICES**

9.14.1 **Completion of Subaward**

9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), County will provide Subrecipient written notice of the time period that Subrecipient must 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 must continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.

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

9.14.2 **Transition Plan**

- 9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient must provide a Transition Plan to County. Subrecipient must submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient must 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 will 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 must adhere to the Transition Plan which, at a minimum, will include all of the elements outlined below.

9.14.3 **Elements of the Transition Plan**

- 9.14.3.1 Description of how Clients will be notified about the change in their Service provider.
- 9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.
- 9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.
- 9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State, or local laws and regulations.
- 9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.

- 9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.
- 9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.
- 9.14.3.9 Any additional information which may be necessary to affect a safe transition of Clients to other community service providers.

9.14.4 **Implementation of the Transition Plan**

- 9.14.4.1 Subrecipient must implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein will 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 must obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).
- 9.15.2 Subrecipient must 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 must ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.
- 9.15.4 Subrecipient will 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 will determine to be appropriate.

9.16 **DRUG-FREE WORKPLACE**

- 9.16.1 Subrecipient and any approved Lower Tier Subrecipient(s) must adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must also adhere

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

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

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

- 9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient must use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements) set forth the requirements for the ITS which Subrecipient must use. This Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient must have in place by the effective date of this Subaward and which Subrecipient must maintain throughout the Subaward term. They present a minimum standard only. Subrecipient must implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks.

Subrecipient must 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 - Management Information System**

9.17.3.1 **Data Entry**

- 9.17.3.1.1 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 must use the MIS and all other systems identified by County, including but not limited to State and Federal programs, applications, software, etc., to report Program data as outlined herein and as directed by County.

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

9.17.3.2 **Data Records**

- 9.17.3.2.1 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.

9.17.3.2.2 Subrecipient must maintain all records and reports, consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), and must 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).

9.17.3.2.3 All information, records, data elements and printouts 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.

9.17.3.3 **MIS Personnel**

9.17.3.3.1 Subrecipient must assign an employee to have the primary responsibility for data entry into the MIS. This employee will be the primary contact person for data issues and problems. This employee will also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient must 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 must ensure that its users do not share their user identification and password information.

9.17.3.3.2 Subrecipient must provide the names of Subrecipient's primary and secondary MIS employees using Exhibit E (Subrecipient's Administration). Subrecipient must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as

directed by County. In the event of any changes to the information provided in Exhibit E (Subrecipient's Administration), Subrecipient must update Exhibit E (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 will be allowed to access the MIS system.

- 9.17.3.3.3 Subrecipient must 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.

9.17.4 **County Information Assets**

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

- 9.17.4.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.
- 9.17.4.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 9.17.4.1.3 Personal Information as defined in California Civil Code Section 1798.29(g).
- 9.17.4.1.4 Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- 9.17.4.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

9.17.5 **Data Destruction**

- 9.17.5.1 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 will have sole authority to determine when Subrecipient must destroy any such County Information Assets as described herein. Subrecipient must 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.

- 9.17.5.2 Subrecipient must destroy such County Information Assets by:
 - 9.17.5.2.1 Cross-cut shredding or otherwise destroying paper, film, disk drives or other hard copy media so that PSCI cannot be read or otherwise reconstructed.
 - 9.17.5.2.2 Clearing, purging or destroying electronic media containing PSCI consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: [Guidelines for Media Sanitization \(nist.gov\)](https://www.nist.gov/publications/guidelines-media-sanitization) and United States Department of Defense 5220.22-M ([DoDI 5220.22, "National Industrial Security Program \(NISP\)," March 18, 2011; Incorporating Change 2 on September 24, 2020 \(navy.mil\)](https://www.dodig.mil/Reports-and-Testimony/Testimony/2011/March/2011-03-18-DoD-IG-Testimony-on-National-Industrial-Security-Program-NISP)) data sanitization and clearing directive such that the PSCI cannot be retrieved.
- 9.17.5.3 Subrecipient will have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.
- 9.17.5.4 Subrecipient must 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 must submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.
- 9.17.5.5 Lower Tier Subrecipient must 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 must 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.

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

- 9.17.6.1 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:
 - 9.17.6.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.
 - 9.17.6.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).
 - 9.17.6.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
 - 9.17.6.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
 - 9.17.6.1.5 At a minimum, Subrecipient must use Advanced Encryption Standard ("AES") with cipher strength of 256-bit
 - 9.17.6.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient must obtain written approval from County's Contract Manager.
- 9.17.6.2 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
 - 9.17.6.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
 - 9.17.6.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.6.3 Subrecipient and any approved Lower Tier Subrecipient must have operational policies, procedures and practices which protect County Information Assets (PCSI) as specified in the State Administrative Manual Sections 5300 to 5365.3;

California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board Policy Number 5.200 (Contractor Protection of Electronic County Information).

- 9.17.6.4 Subrecipient and any approved Lower Tier Subrecipient must encrypt PSCI which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).
- 9.17.6.5 Subrecipient must 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 O (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient must 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 must maintain any validation/attestation reports that the data encryption product generates, and such reports will 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.

9.17.7 **Software Maintenance and Operational Management**

- 9.17.7.1 Subrecipient must deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.
- 9.17.7.2 Subrecipient and any approved Lower Tier Subrecipient must ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on

which County Information Assets are stored, accessed and/or transmitted.

- 9.17.7.3 Subrecipient must 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.
- 9.17.7.4 Subrecipient must ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.17.8 **Security Incident Reporting**

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

9.17.8.2 **Notification of Security Breach to County**

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

9.17.8.3 **Notification of Security Breach to Clients**

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

9.17.9 **Electronic Backups**

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

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

9.18 **REMEDIES FOR NON-COMPLIANCE**

9.18.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines, and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements will 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 will 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 will meet its obligations to faithfully pay any approved Lower Tier Subrecipients in a manner that is timely, satisfactory, and acceptable to County, as determined by County at its sole discretion. The purpose of the Payment Guaranty is to provide all Lower Tier Subrecipients who supply labor, materials, services, etc. to Subrecipient a recourse if they do not get paid by Subrecipient. In such case, the Payment Guaranty allows Lower Tier Subrecipient to file a claim with the surety company that issued the Guaranty in the event that Subrecipient does not reimburse the Lower Tier Subrecipient for goods and/or services provided by Lower Tier Subrecipient.
- 9.19.2.2 Subrecipient acknowledges that County may also make a determination that Subrecipient's non-payment of any approved Lower Tier Subrecipients is a violation of the terms and conditions of this Subaward which may subject Subrecipient to obtain both the Payment Guaranty and Performance Guaranty.
- 9.19.2.3 The Payment Guaranty must 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 will 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 will 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 will 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 N (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 must list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit N (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 must obtain and maintain a Guaranty(ies), County will inform Subrecipient of this requirement and will 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 will be initiated through a budget modification. This budget modification must 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 will 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 must 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 must 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 must submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient must 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 will 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 must adhere to County's request for such documents.
- 9.20.2 Subrecipient must 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 must 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 must 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 must ensure that the license is current throughout the entire term of this Subaward. Subrecipient must 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 must 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 must also provide copies of the certificate of insurance as it relates to any approved Lower Tier Subrecipient(s).

9.20.3.3 **Fire Department Inspection Report**

9.20.3.3.1 For each Service site that Client will visit, Subrecipient must obtain a fire inspection of its facility(ies). The inspection must be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department. Subrecipient must obtain a written report of the inspection which must be provided to County at the beginning of the first Fiscal Year or Program Year of this Subaward, or upon the opening of each new Service site. In the event that violations are noted on the inspection report, Subrecipient must ensure that it complies with all corrective measures as directed by the fire department. Subrecipient must provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.

The fire inspection report must be current within the most recent twelve (12) month period. Subrecipient is responsible for knowing and understanding their local fire department requirements and guidelines and must ensure ongoing compliance with fire inspection pursuant to local ordinances and regulations.

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

9.20.3.6 **Vehicle Smog Certification**

9.20.3.6.1 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient must ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and must submit a copy of the smog certificate to County's Contract Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Subrecipient must provide evidence (copy of

vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

9.20.4.1.1 This document, which evidences the legal formation of Subrecipient's organization, must reflect Subrecipient's current legal name; and County will use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient must 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 must provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.20.4.2 **Board of Directors' Resolution**

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

9.20.4.3 **Board of Directors Roster**

9.20.4.3.1 The roster must include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient must 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 must 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 must 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 must be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

9.20.4.6 Organization Chart

9.20.4.6.1 The chart must 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 must be provided to County within five (5) days of any change in its organization chart.

9.20.4.7 Lower Tier Subaward

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

9.20.4.8 Tax Exempt Status Letter

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

9.20.5 Reporting Documents

9.20.5.1 Cost Allocation Plan

9.20.5.1.1 This Plan must 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 must adhere to the requirements outlined in Subparagraph 9.21.2 (Closeout Reporting Requirements).

9.20.5.3 Other Reporting Documents

9.20.5.3.1 From time-to-time, County or its designee(s) may request other documents relating to Subrecipient's performance, Work, and/or Services under this Subaward. County will not be unreasonable in its request and Subrecipient must 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 must submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan is included herein by reference.

9.21.1.2 The Cost Allocation Plan must adhere to the requirements outlined in the following: County directives (including but not limited to AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards)) which may be obtained at https://ad.lacounty.gov/wp-content/uploads/2025/08/Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01_07.30.25.pdf, 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 must include the following information:

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

- 9.21.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.
- 9.21.1.2.3 List of all the funded programs.
- 9.21.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.
- 9.21.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.
- 9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.
- 9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.21.1.3 Every cost included in the Cost Allocation Plan must 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 must sign the Cost Allocation Plan and any revisions made thereto.
- 9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward), Subrecipient must 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 must submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.
- 9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient must submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.

9.21.1.7 Upon receipt of the revisions made to Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan will 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 must take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements will subject Subrecipient to remedies available under this Subaward.

9.21.2 **Closeout Reporting Requirements**

9.21.2.1 The final year-end invoice final year-end invoice will serve as the closeout; however if necessary, the County may impose a closeout process that occurs after the final year-end invoice submission. The closeout will take 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. County will notify the Subrecipient if a closeout is required, and the Subrecipient must comply with the closeout reporting requirements as outlined in Subparagraph 9.21.2.

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

9.21.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Authorized Representative.

- 9.21.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report will be for that Subaward period which ends on the termination or cancellation date. Subrecipient must submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.
- 9.21.2.5 At the end of the funding cycle/during the closeout, Subrecipient must ensure that all of the following items match:
 - 9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).
 - 9.21.2.5.2 The Grant Share, which is allocated by line items on Subrecipient's Closeout Report, where the Grant Share is the actual Subaward Sum that Subrecipient has budgeted by line items/cost categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).
 - 9.21.2.5.3 The Amount Received by line item as reported on Subrecipient's Closeout Report, where the Amount Received is the actual Subaward Sum reimbursed to Subrecipient for its line items.
- 9.21.2.6 In the event that the line item amounts reflected as the Subaward Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County will allow a maximum of ten percent (10%) variance between the Subaward Sum and Grant Share (specifically, the variance between the Subaward Sum line items reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report).
 - 9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Subaward Sum of \$100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space will be \$100, and the Amount Received reflected on the Closeout Report for Space will be \$100. Alternatively, if the Subaward Sum for

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

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

9.21.3 Program Income Requirements

- 9.21.3.1 Program Income includes, but is not limited to:
- 9.21.3.1.1 Voluntary contributions received from Client or other party for Services received.
 - 9.21.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.
 - 9.21.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.
 - 9.21.3.1.4 Proceeds from the sale of items created under this Subaward.
- 9.21.3.2 Subrecipient must 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 must use Program Income to expand baseline Program Services.
- 9.21.3.4 Subrecipient must expend Program Income in Budget exhibit(s) and must expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of Program Income is restricted to the funding source or Service that was provided and contributed towards.
- 9.21.3.5 Program Income must be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Budget exhibit(s) then County will recapture the balance of the unexpended Program Income

or pursue any other remedies available to County under this Subaward.

- 9.21.3.6 Subrecipient will not use Program Income to meet the match contribution requirement of this Subaward.
- 9.21.3.7 Subrecipient will 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 **UNIVERSAL IDENTIFIER 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 will be responsible for obtaining and maintaining a Universal Identifier. The Universal Identifier is a Unique Entity ID (UEI) comprised of a unique twelve-character alpha numeric identification number assigned by SAM and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, UEI number. Subrecipient may register for a UEI number at <https://sam.gov/content/entity-registration>. Subrecipient must comply with the requirements outlined in this Subparagraph 9.22.
- 9.22.2 Subrecipient must provide a valid UEI number using Exhibit E (Subrecipient's Administration) and must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://sam.gov/content/status-tracker>. If County cannot access or verify "Active" status for Subrecipient's UEI information, which is related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, County will notify Subrecipient and Subrecipient must immediately update the information as required.
- 9.22.3 Subrecipient's failure to adhere to applicable UEI 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) must 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 must also prepare and retain an incident report on file, and must include a copy of the filed police report.

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

9.24 **FEMA PROVISIONS**

9.24.1 In the event of an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services) and Federal Emergency Management Agency (FEMA) funds are made available under this Subaward, Subrecipient must comply with all requirements outlined in Exhibit M (FEMA Provisions). Subrecipient must complete the Lobbyist Certification attached to this Exhibit and submit it to County's Contract Manager in the time and manner as designated by County.

9.25 **REDUCING SINGLE-USE PLASTICS**

9.25.1 **Reduce Single Use Plastics**

9.25.1.1 Subrecipient acknowledges that County places a high priority on the implementation of [Board Policy 3.185, Reduce Single-Use Plastics](#), and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

9.25.2 **Procurement Data Reporting**

9.25.2.1 Subrecipient will keep a monthly record of purchases of single-use products including product type, brand name, quantity purchased, and unit cost. Data will be provided to the County's Project Monitor along with other regular reports and be available upon request.

10.0 **SURVIVAL**

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

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions and Headings)

Paragraph 3.0 (Work)

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

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Amendments)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Subparagraph 8.6 (Compliance with Applicable Laws)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection and Audit Settlement)

Subparagraph 8.42 (Termination for Convenience)

Subparagraph 8.43 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Wavier)

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

Subparagraph 9.11 (Ownership of Materials, Software and Copyright)

Subparagraph 9.12 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10.0 (Survival)

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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 Aging and Disabilities Department, on the day, month and year first above written. The person(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward will 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 Laura Trejo Jun 27, 2025
Laura Trejo (Jun 27, 2025 15:59 PDT)
 Dr. Laura Trejo, Director
 County of Los Angeles
 Aging and Disabilities Department

SUBRECIPIENT

City of Pomona
 Subrecipient's Legal Name

ENP252607
 Subaward Number

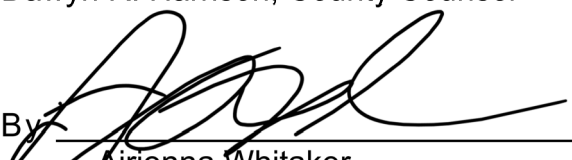
By Anita Scott Jun 26, 2025
 Name of Authorized Representative
 Date

City Manager
 Title

Approved as to Form:

OFFICE OF COUNTY COUNSEL

Dawyn R. Harrison, County Counsel

By 
 Airionna Whitaker
 Deputy County Counsel

Anita Scott
Anita Scott (Jun 26, 2025 15:24 PDT)
 Signature

By _____ Date _____
 Name of Authorized Representative

 Title

 Signature

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

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SOW ATTACHMENTS

- 1 Subaward Discrepancy Report (SDR)
- 2 Performance Requirements Summary
- 3 Community Focal Points List
- 4 Universal Intake Form
- 5 Emergency and Disaster Plan Basic Requirements
- 6 Site Emergency Resource Survey
- 7 Site Summary
- 8 Route Summary
- 9 Home-Delivered Meal Program Telephone Reassurance Log
- 10 Home-Delivered Meal Program Priority of Service Screening Tool

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

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

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

- 2.1 Services must be provided in Los Angeles County geographic areas, excluding the City of Los Angeles. Prior to modifying or terminating a Congregate Meal site, Home-Delivered Meal route, Services, or revising hours of Service delivery at a previously designated location(s), and before commencing such Services at any other location, Subrecipient must obtain written consent from County and must comply with Paragraph 8.1 (Amendments) of the Subaward as applicable.
- 2.2 Subrecipient must inform County in writing and receive written County approval at least sixty (60) days prior to relocation of Subrecipient's office or site location(s). Subrecipient must ensure that site locations are open to any eligible Clients, are located in areas where there is demonstrated need or documented demand for Services, or where a needs assessment or survey has been conducted. County will provide a written response within ten (10) business days of receipt of the notification of site locations.
- 2.3 In addition to the specific work requirements identified in Paragraph 10.0 (Specific Work Requirements), Subrecipient must submit a written request to County a minimum of sixty (60) days prior to the date that Subrecipient

intends to open a new Congregate Meal site or close any existing Congregate Meal site. Subrecipient will not open a new site or close any existing site prior to receiving County's written approval. In the event that opening a new site or closing an existing site is due to an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services) that would prevent Subrecipient from submitting a written request to County sixty (60) days in advance, Subrecipient will request County's approval immediately upon occurrence of such emergency. Any new Congregate Meal site must be inspected by the Dietary Administrative Support Services Program (DASSP) (see Exhibit P (Definitions) of the Subaward) Subrecipient and a health permit must be obtained before approval is granted by County at County's sole discretion.

- 2.4 In addition to the specific work requirements identified in Paragraph 10.0 (Specific Work Requirements), Subrecipient must submit a written request to County a minimum of sixty (60) days prior to the date that Subrecipient intends to establish a new Home-Delivered Meal route or terminate any existing Home-Delivered Meal route. Subrecipient will not establish a new route or terminate any existing route prior to receiving County's written approval. In the event that establishing a new route or terminating an existing route is due to an emergency (as defined in Paragraph 2.3) that would prevent Subrecipient from submitting a written request to County sixty (60) days in advance, Subrecipient must request County's approval immediately upon occurrence of such emergency.
- 2.5 Subrecipient must include the identity of each designated Community Focal Point as specified in OAA Section 102 (a)(21) and Title 42 United States Code Section 3026(a)(3)(A)). Subrecipient must utilize Attachment 3 (Community Focal Points) of this Exhibit A, to identify or update the designated focal point site locations, as needed.
- 2.6 Specific Work Requirements as stated in Paragraph 10.0 (Specific Work Requirements) and work hours must 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.
- 2.7 All changes must be made in accordance with Paragraph 8.1, Amendments, of the Subaward.

3.0 QUALITY CONTROL

The Subrecipient must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Subaward. The QCP must be submitted to the County's Compliance Manager for review. The QCP must include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Subaward requirements are being met;
- 3.2 Documentation of activities that take place, before, during, and after program implementation; Program output measures, outcome measures, and data collection process to measure program effectiveness; and
- 3.3 A record of all inspections conducted by the 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, must be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Subrecipient's performance under this Subaward using the quality assurance procedures as defined in the Subaward, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

- 4.1.1 Subrecipient is mandated to attend all meetings called by County, or authorized designee. Subrecipient will be given 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.
- 4.1.2 Subrecipient Staff, which include paid Employees and Volunteers, must regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be scheduled by County. At Subrecipient's own expense, Subrecipient may elect to attend meetings outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.
- 4.1.3 Subrecipient's failure to attend all mandatory meetings (in-person or online) will be considered non-compliance with the Subaward and may result in further action pursuant to the Subaward, Paragraph 9.13 (Probation and Suspension), Paragraph 9.18 (Remedies for Non-Compliance), Attachment 2 (Performance Requirements Summary) of this Exhibit A, and any other applicable remedies.

4.2 Subaward Discrepancy Report

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

- 4.2.2 County's Compliance Manager will determine whether a formal Subaward Discrepancy Report (SDR), (Attachment 1 of this Exhibit A), will be issued. Upon receipt of this document, the Subrecipient is required to respond in writing to the County's Compliance Manager within the timeframe designated by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the SDR must be submitted to the County's Compliance Manager as prescribed by County.

4.3 County Observations

- 4.3.1 In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Subaward personnel may not unreasonably interfere with the Subrecipient's performance.

5.0 DEFINITIONS

For a listing of Definitions for this Program, refer to Paragraph 2.0, Definitions, and Exhibit P (Definitions) of the Subaward.

6.0 RESPONSIBILITIES

The County's and the Subrecipient's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Subaward according to Subaward, Paragraph 6.0, Administration of Subaward - County. Specific duties will include:

- 6.1.1 Monitoring the Subrecipient's performance in the daily operation of this Subaward.
- 6.1.2 Providing direction to the Subrecipient in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Subaward, Paragraph 8.1, Amendments.

6.2 Intentionally Omitted

SUBRECIPIENT

6.3 Subrecipient's Project Manager

- 6.3.1 Subrecipient must provide a Project Manager or designated alternate. County must have access to Project Manager during all hours, 365 days per year. Subrecipient must provide a telephone

number where Project Manager may be reached on a twenty-four (24) hours per day basis.

- 6.3.2 Subrecipient's Project Manager must act as a central point of contact with the County.
- 6.3.3 Subrecipient's Project Manager will serve as the coordinator/liaison for all Services, ensuring that any communications related to the Program are conveyed to the appropriate personnel.
- 6.3.4 Subrecipient's Project Manager/alternate must have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward. Subrecipient's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.
- 6.3.5 Subrecipient's Project Manager will plan, organize, and direct all administrative and Program activities related to the Subaward. The Project Manager will define lines of authority and will develop the roles and parameters of responsibility for staff consistent with established County requirements.
- 6.3.6 Subrecipient must 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 must immediately, within 24 hours, fill the position with a temporary replacement and must fill the position with a permanent person within thirty (30) days from vacancy.
- 6.3.7 Project Manager must have and demonstrate the following minimum education, experience, and qualifications:
 - 6.3.7.1 Bachelor's degree from an accredited university
 - 6.3.7.2 A minimum of five (5) years' experience in food service or a related field.
 - 6.3.7.3 Demonstrable problem-solving skills and experience.
 - 6.3.7.4 Ability to explain administrative goals, policies, and procedures, and assist Staff in adjusting to changes that occur.
 - 6.3.7.5 Ability to evaluate the performance of Food Service Manager(s) and Site Manager(s) based on established criteria.
 - 6.3.7.6 Expertise in the provision of social services to Older Individuals.

- 6.3.7.7 Successful completion of basic training in Hazard Analysis Critical Control Point (HACCP) principles within six (6) months of being hired.
- 6.3.7.8 Current certification as a Food Protection Manager by the National Restaurant Association-ServSafe® or other recognized organization, or certification within six (6) months of being hired.
- 6.3.7.9 Current Certified Professional - Food Safety (CP-FS) certification from the National Environmental Health Association (NEHA) may substitute for HACCP and Food Protection Manager certification (ServSafe® or other recognized organization) requirements.

6.4 Personnel

- 6.4.1 Subrecipient will assign a sufficient number of qualified staff to perform the required work. At least one staff on site must be authorized to act for Subrecipient in every detail and must speak and understand English.
- 6.4.2 Subrecipient will be required to background check their staff as set forth in Paragraph 7.5, Background and Security Investigations, of the Subaward.

6.4.3 Food Service Manager

- 6.4.3.1 When Subrecipient operates a central kitchen to provide Client meals, Subrecipient must employ a Food Service Manager who will oversee the daily food service operations at each central kitchen, both managerial and administrative, of the ENP (see Paragraph 10.13 (Central Kitchen/Caterer) for central kitchen/caterer requirements).
- 6.4.3.2 Food Service Manager must have and demonstrate the following minimum experience and qualifications:
 - 6.4.3.2.1 Current certification as a Food Protection Manager by the National Restaurant Association-ServSafe® or other recognized organization.
 - 6.4.3.2.2 Successful completion of basic training in Hazard Analysis Critical Control Point principles, and within six (6) months of being hired, must meet one (1) of the criteria listed below:

- 6.4.3.2.2.1 An 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.
- 6.4.3.2.2.2 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 will be evaluated through quarterly monitoring by a registered dietitian.
- 6.4.3.2.2.3 Two (2) years of experience managing food services. Such experience will be verified by County prior to hire.
- 6.4.3.2.3 Current Certified Professional - Food Safety (CP-FS) certification from the National Environmental Health Association may substitute for HACCP and Food Protection Manager certification (ServSafe®)

or other recognized organization) requirements.

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

6.4.3.2.5 Bilingual English/Spanish fluency is desirable.

6.4.3.3 Subrecipient must immediately notify County of any change in the status of the Food Service Manager position. If the position should become vacant, Subrecipient must immediately, within 24 hours, fill the position with a temporary replacement and must fill the position with a permanent person within thirty (30) days from vacancy, unless otherwise directed by County.

6.4.4 Site Manager

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

6.4.4.2 Site Manager must have and demonstrate the following minimum experience and qualifications:

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

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

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

6.4.4.2.4 Bilingual English/Spanish fluency is desirable.

6.4.4.3 Subrecipient must immediately notify County of any significant change in the status of the Site Manager position. If for any reason the position should become

vacant, Subrecipient must immediately, within 24 hours, fill the position with a temporary replacement and must fill the position with a permanent person within thirty (30) days from vacancy, unless otherwise directed by County.

6.4.5 Home-Delivered Meal Case Worker

- 6.4.5.1 When Subrecipient provides Home-Delivered Meal Services, Subrecipient must have a Home-Delivered Meal Service Case Worker(s).
- 6.4.5.2 Under the direction of Project Manager, Home-Delivered Meal Service Case Worker will conduct an in-home evaluation of a client's needs and identify the Activities of Daily Living, Instrumental Activities of Daily Living, and other limitations that impede independent living. Home-Delivered Meal Service Case Worker will make recommendations and referrals as appropriate to other service organizations, giving priority to AAA-funded Programs, including but not limited to the Supportive Services Program, Linkages Program, and Family Caregiver Support Services Program.
- 6.4.5.3 Home-delivered Meal Case Worker must have and demonstrate the following minimum experience and qualifications:
 - 6.4.5.3.1 Bachelor's degree in human services or two (2) years of full-time paid or volunteer experience in homecare or a related field.
 - 6.4.5.3.2 Demonstrated ability to communicate effectively with Clients and Clients' family members.
 - 6.4.5.3.3 Demonstrated ability to treat Clients and Clients' family members with respect and dignity.
 - 6.4.5.3.4 Must be able to speak, read, and write fluently in English.
 - 6.4.5.3.5 Bilingual English/Spanish fluency is desirable.
- 6.4.5.4 Home-Delivered Meal Case Worker and Home-Delivered Meal Coordinator positions may both the

filled by the same staff as long as staff meets qualifications for both positions.

- 6.4.5.5 Subrecipient must immediately notify County of any significant change in the status of the Home-Delivered Meal Case Worker position. If for any reason the position should become vacant, Subrecipient must immediately, within 24 hours, fill the position with a temporary replacement and must fill the position with a permanent person within thirty (30) days from vacancy, unless otherwise directed by County.

6.4.6 Home-Delivered Meal Coordinator

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

- 6.4.6.2 Home-Delivered Meal Coordinator must have and demonstrate the following minimum experience and qualifications:

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

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

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

6.4.6.2.4 Bilingual English/Spanish fluency is desirable.

- 6.4.6.3 Home-Delivered Meal Coordinator and Home-Delivered Meal Case Worker positions may both be filled by the same staff as long as staff meets qualifications for both positions.

- 6.4.6.4 Subrecipient must immediately notify County of any significant change in the status of the Home-Delivered Meal Coordinator Manager position. If for any reason the position should become vacant, Subrecipient must immediately, within 24 hours, fill the position with a temporary replacement and must fill the position with a permanent person within thirty (30) days from vacancy, unless otherwise directed by County.

6.4.7 Home-Delivered Meal Driver(s)

- 6.4.7.1 When Subrecipient provides Home-Delivered Meal Services, Subrecipient must have a Home-Delivered Meal Service Driver(s) who must have a current, valid, and appropriate California Driver's License and current, valid vehicle insurance in compliance with Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of the Subaward.
- 6.4.7.2 Home-Delivered Meal Driver(s) must:
- 6.4.7.2.1 Be properly trained in food handling as described in Paragraph 10.3.6.
 - 6.4.7.2.2 Attend trainings conducted by DASSP Subrecipient as appropriate.
 - 6.4.7.2.3 Demonstrate ability to treat Clients and Clients' family members with respect and dignity.
 - 6.4.7.2.4 Bilingual English/Spanish fluency is desirable.

6.4.8 Caterer

- 6.4.8.1 When Subrecipient will not use a central kitchen as the sole means of preparing meals, Subrecipient must use a Caterer, which meets the minimum required education, experience, and qualifications outlined for the Food Service Manager as stated in Subparagraph 6.4.3 (Food Service Manager).
- 6.4.8.2 Caterer's facility must be licensed and must be inspected and approved by the DASSP 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.

6.4.9 Senior Community Service Employment Program (SCSEP) Title V Participants

- 6.4.9.1 Subrecipient must utilize the services of Senior Community Service Employment Program (SCSEP) Title V Participants at Congregate Meal sites whenever possible.
- 6.4.9.2 SCSEP Title V Participants must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.
- 6.4.9.3 Subrecipient must 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 who only assist in serving meals at the Congregate site.

6.4.10 Other Program Staff

- 6.4.10.1 Subrecipient must retain and assign a sufficient number of other Program Staff who are experienced and qualified to adequately carry out the requirements of the ENP. This will include Staff that the Subrecipient's Project Manager deems necessary to conduct operations.

6.4.11 Volunteers

- 6.4.11.1 Subrecipient may utilize volunteers by allowing them to assist with Program operations, provided that volunteers are appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.
- 6.4.11.2 Volunteers will be the sole responsibility of Subrecipient and must report to the Project Manager or to another Staff of Subrecipient as designated by the Project Manager (if applicable).
- 6.4.11.3 If possible, Subrecipient must work in coordination with organizations that have experience in providing training, placement, and stipends for Volunteers or Clients (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service (CNCS)) in a community service setting.

- 6.4.11.3.1 Subrecipient must conduct a background check on any Volunteer that has direct contact with Client and has access to the Client's personal information and/or case file. Subrecipient is not required to conduct a background check on Volunteers who only assist in serving meals at the Congregate site.

6.5 Identification Badges

- 6.5.1 Subrecipient must ensure their staff are appropriately identified as set forth in Paragraph 7.4 (Subrecipient's Staff Identification) of this Subaward.

6.6 Materials and Equipment

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

6.6.3 Use of Personal Protective Equipment

- 6.6.3.1 In addition to using food preparation materials, safety gear, etc., Subrecipient must provide its staff with personal protective equipment, which includes but is not limited to fabric face covering, access to hand sanitizer or a hand washing station for use every thirty (30) minutes, etc.

6.7 Training

- 6.7.1 Subrecipient must provide training programs for all new employees and continuing in-service training for all staff. Training must include the provision of an orientation to all new Staff (which must include Employees and Volunteers). Subrecipient must ensure that its Staff,

including both Employees and Volunteers, both existing and new, are properly trained in all areas related to providing Services.

- 6.7.2 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.
- 6.7.3 Subrecipient must implement an annual written internal staff training plan developed and reviewed by DASSP Subrecipient and approved by County. The training plan must be maintained on file by Subrecipient, and must identify who is to be trained, who will conduct the training, training content, and date scheduled.
- 6.7.4 Subrecipient must ensure that food service staff (including Congregate Meal and Home-Delivered Meal staff and Volunteers) attend a minimum of four (4) hours of mandatory in-service training annually that is developed and provided by DASSP Subrecipient's registered dietitian.
- 6.7.5 Training sessions conducted by Subrecipient must be evaluated by those receiving the training.
- 6.7.6 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 printed name and a signature of attendees. Subrecipient must make training records available for inspection by County, State or DASSP representatives upon request.
- 6.7.7 Subrecipient must ensure that all appropriate Staff attend all training sessions as required by County, held at a County facility or another site, or online as determined by County for Subrecipient's benefit. Further, Subrecipient must 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 Services, as well as other trainings designated by County.
- 6.7.8 Subrecipient must attend all mandatory trainings scheduled by County or authorized designee. Mandatory trainings may be held at a County facility, at another site, or online. Subrecipient will be given advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when necessary.

- 6.7.9 Subrecipient must complete a sign-in sheet for face-to-face (in-person) trainings. County will document attendance for online trainings.
- 6.7.10 Subrecipient's failure to attend all mandatory trainings (in-person or online) will be considered non-compliance with the Subaward and may result in further action pursuant to this Subaward, Paragraph 9.13 (Probation and Suspension), Paragraph 9.18 (Remedies for Non-Compliance), the Performance Requirements Summary (Attachment 2 of this Exhibit A), and any other applicable remedies.

6.7.11 Security Awareness Training

- 6.7.11.1 Subrecipient must ensure that Staff who handle confidential, sensitive, or personal identifying information relating to the Program complete the Security Awareness Training module, which is available online at [CDA Security Awareness Training](#), within thirty (30) days of the start date of the Subaward or within thirty (30) days of the start date of any new Staff who work under the Subaward.
- 6.7.11.2 Subrecipient Staff must complete the Security Awareness Training module on an annual basis. Certificates of completion must be maintained on file and provided to County or State representatives upon request.

6.8 Subrecipient's Office

- 6.8.1 Subrecipient must maintain a physical office in Los Angeles County, where the Subrecipient conducts business. The office must have an active telephone line and at least one staff available during normal business hours 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday. Subrecipient's Staff must be available to all Clients, potential Clients, referral sources, as well as County representatives, at a minimum during normal business hours, to respond to inquiries and complaints. When the office is closed, an answering service must be provided to receive calls. The Subrecipient must answer calls received by the answering service within forty-eight (48) hours of receipt of the call.
- 6.8.2 Subrecipient must publicly display the days and hours of operation for the provision of Services at all Subrecipient office locations/sites. Subrecipient must ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).

- 6.8.3 Physical locations must be acceptable and accessible to the public. Subrecipient must comply with the Americans with Disabilities Act of 1990, as amended.
- 6.8.4 Subrecipient must observe all applicable local, State, and Federal health and safety standards.
- 6.8.5 Subrecipient must ensure that all Program Participants and Subrecipient employees and volunteers in a position not covered under the Occupational Safety and Health Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act as amended (California Labor Code Section 6300 et Seq.), are not required or permitted to work, be trained, or receive Services under working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.
- 6.8.6 Subrecipient must 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 must 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.
- 6.8.7 Subrecipient must ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including but not limited to, rodents and insects.
- 6.8.8 Integrated Pest Management**
 - 6.8.8.1 Subrecipient must ensure that Integrated Pest Management (IPM) practices are implemented to provide a pest free environment. IPM practices include but are not limited to:
 - 6.8.8.1.1 Keep garbage tightly covered and remove from kitchen and dining area promptly and properly.
 - 6.8.8.1.2 Properly store all food and supplies.
 - 6.8.8.1.3 Check all food and supplies entering the building.
 - 6.8.8.1.4 Eliminate plumbing leaks and correct other sources of moisture.
 - 6.8.8.1.5 Increase ventilation where condensation is a problem.

- 6.8.8.1.6 Seal cracks and other openings to the outside.
- 6.8.8.1.7 Remove trash and stored items outside of the building such as stacks of lumber or firewood that provide hiding places for cockroaches and rodents.
- 6.8.8.1.8 Vacuum cracks and crevices to remove food and debris.
- 6.8.8.1.9 Ensure that surfaces where food or beverages have been spilled are cleaned up immediately.
- 6.8.8.1.10 Keep cleaning equipment (e.g., mops, sponges, cloths) dry and properly stored.
- 6.8.8.1.11 Keep toilets and restrooms cleaned and sanitized.
- 6.8.8.1.12 Keep break areas clean and store personal food in closed containers.
- 6.8.8.1.13 Report building maintenance issues such as holes in walls, torn window screens, or openings in door jams to management/Project Manager for repair.
- 6.8.8.1.14 Use traps and baits to monitor the pest population.
- 6.8.8.2 When pests are discovered, Subrecipient must ensure that the Congregate Meal site, catering site or central kitchen is fumigated upon notification of the sighting to eliminate the pests and must begin weekly IPM pest control activities. In doing so, Subrecipient will ensure that:
 - 6.8.8.2.1 Subrecipient's Project Manager or their 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 must work with the certified/licensed pest control company to determine the best method to use for each

Congregate Meal site, catering site or central kitchen based upon the products/chemicals used and severity of the infestation.

- 6.8.8.2.2 Subrecipient's Project Manager or their designee must notify County's Compliance Manager and Program Analyst, and must also notify the Congregate Meal site, catering site, or central kitchen site's designated DASSP Subrecipient's registered dietitian of the pest sighting.
- 6.8.8.2.3 The Congregate Meal site kitchen, catering site kitchen, or central kitchen site will be immediately closed, and pre-packaged meals will be served to all Clients until the site has been fumigated, cleaned, sanitized, and inspected by DASSP Subrecipient's registered dietitian and cleared to resume regular Congregate Meal Services.
- 6.8.8.3 Subrecipient will be responsible for ensuring that IPM weekly pest control activities are conducted at sites where pests have been observed until the site has been re-inspected and cleared by DASSP 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.
- 6.8.8.4 If no pests are found during the re-inspection by DASSP 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 will resume weekly IPM pest control activities for a period three (3) months or ninety (90) days after the site has had a second re-inspection and clearance to resume regular meal service.

- 6.8.8.5 If pests are observed by DASSP Subrecipient's registered dietitian during the re-inspection, and/or requested repairs have not been made, Subrecipient must ensure that the site is re-fumigated and weekly IPM activities are conducted for a period of three (3) months or ninety (90) days after the Congregate Meal, catering or central kitchen site has had a second re-inspection and clearance by DASSP 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.
- 6.8.8.6 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 must ensure that these sites continue weekly IPM activities for a period of six (6) months or 180 days after the site has been re-inspected and cleared by DASSP 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-day waiting period if there are no additional pest sightings and all other IPM activities have been met.
- 6.8.8.7 Any Congregate Meal, catering, or central kitchen site that has pest control issues must keep a Weekly Log of their pest control activities using the IPM approach until a waiver to resume monthly fumigation and pest control services is granted.
- 6.8.8.8 Subrecipient must adhere to regulations/instructions in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Subrecipient must keep written Pest Control Reports and weekly pest control activity logs on file and made available for review by County and DASSP Subrecipient.
- 6.8.8.9 Points will be deducted by the DASSP 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:
- 6.8.8.9.1 Food preparation
 - 6.8.8.9.2 Food storage

- 6.8.8.9.3 Ware washing areas
- 6.8.8.9.4 Indoor Client dining areas
- 6.8.8.9.5 Restrooms
- 6.8.8.9.6 Any area adjacent to the above cited locations that would compromise the food preparation and/or storage facility.

6.9 Multilingual and Multicultural Capabilities of Subrecipient Staff

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

7.0 HOURS/DAYS OF WORK

- 7.1 Subrecipient's Staff must be available to all Clients, potential Clients, referral sources, as well as County representatives at a minimum during normal business hours. Subrecipient is not required to provide services on County-recognized holidays.
- 7.2 Subrecipient must provide County advance written notice and request prior approval from County in writing for any site closure or disruption of Services for any non-County recognized holidays (i.e., vacations, city shutdowns or religious holidays). This notice must be submitted in writing to County at least ten (10) business days in advance of the closure/deviation date. The notice must state the date and reason for the closure and provide an action plan to ensure that delivery of Services is not disrupted. An action plan must be approved by County prior to implementation.

8.0 WORK SCHEDULES

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

9.0 UNSCHEDULED WORK

- 9.1 County's Program Manager or their 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 God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, Subrecipient must 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 their designee must approve the excess cost. In any case, no unscheduled work will 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 must contact County's Program Manager for approval before beginning the work. A written estimate must be sent within twenty-four (24) hours for approval. Subrecipient must submit an invoice to County's Contract Manager within five (5) business days after completion of the work.
- 9.4 All unscheduled work must commence on the established specified date. Subrecipient must proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Subrecipient.

10.0 SPECIFIC WORK REQUIREMENTS

The specific work requirements outlined herein as well as those provided by County through Amendments, Administrative Directives, Change Notices, Program Memorandums, etc. establish the standards for the provision of Services,

in addition to the specifications for mandated staff and performance the Subrecipient must meet in the requirements outlined in Subparagraph 6.4 of this Exhibit A, and provide Program Services as detailed below.

10.1 General ENP Requirements

- 10.1.1 Subrecipient must provide Services as described within this Statement of Work, the Subaward terms and conditions, and the following regulations:
 - 10.1.1.1 Older Americans Act reauthorized (OAA) (Title 42 United States Code Section 3001 et seq.)
 - 10.1.1.2 Code of Federal Regulations (45 CFR 1321 et seq.)
 - 10.1.1.3 California Code of Regulations (CCR) Title 22 California Code of Regulations Section 7000 et seq.
 - 10.1.1.4 Older Californians Act (OCA)
 - 10.1.1.5 Welfare and Institutions Code (WIC) Section 9000 et seq.
 - 10.1.1.6 California Business and Professions Code, Sections 2585 and 2586
 - 10.1.1.7 California Retail Food Code (California Health and Safety Code Section 113700 et seq.)
 - 10.1.1.8 Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual
- 10.1.2 Subrecipient must provide meals, meeting the criteria further described in this Paragraph 10.0, to Clients.
 - 10.1.2.1 Each meal must provide a minimum of one-third (1/3) of the current Dietary Reference Intakes established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences for the elderly population, and follow the most recent Dietary Guidelines for Americans published by the United States Department of Health and Human Services and the United States Department of Agriculture (USDA). The meal pattern must also follow the guidelines established by County, as updated and distributed annually.

- 10.1.2.2 Each meal provided by Subrecipient must comply with applicable provisions of State and/or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to Clients as well as satisfy all the requirements of Title 22 California Code of Regulations Section 7638.5 and safety standards as written in the current California Retail Food Code (California Health and Safety Code Section 113700 et seq.) and all standards as identified in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.1.2.3 Subrecipient must provide meals to Clients in a sanitary manner to assure absence of contamination. When Subrecipient provides Home-Delivered Meals to any Client, those meals must be packaged to ensure temperature control.
- 10.1.3 Subrecipient must serve a minimum of one (1) meal per day, five (5) or more days per week per Client. Meals must be provided a minimum of 249 days per Fiscal Year. Subrecipient must obtain prior written approval from County in order to provide meals on a reduced frequency.
- 10.1.4 Providing Services at ENP Meal Sites and Routes**
 - 10.1.4.1 Subrecipient must complete Attachment 7 (Site Summary) for the Congregate Meal Program. Subrecipient must provide Services for each Congregate Meal site that is indicated in Attachment 7 (Site Summary) of this Exhibit A as well as Exhibit C (Mandated Program Services) of the Subaward.
 - 10.1.4.2 Subrecipient must complete Attachment 8 (Route Summary) for the Home-Delivered Meal Program. Subrecipient must provide Services for each Home-Delivered Meal route that is indicated in Attachment 8 (Route Summary) of this Exhibit A as well as Exhibit C (Mandated Program Services) of the Subaward.
 - 10.1.4.3 Subrecipient must submit these Attachments to County's Program Manager in the time and manner as indicated in Paragraph 9.20 (Subaward Document Deliverables) of the Subaward.

10.1.5 **Minimum Services for Vulnerable and High-Risk Clients**

10.1.5.1 Subrecipient must determine the Nutritional Risk Score for each Client using the factors established in Attachment 4 (Universal Intake Form), Section 5 (Nutritional Risk Factors). For each Fiscal Year of the Subaward, in addition to the other Work requirements included herein, Subrecipient must ensure that ENP Services are provided to Vulnerable and High-Risk Clients, as determined by each Client's Nutritional Risk Score, as defined in Exhibit P (Definitions), as follows:

10.1.5.1.1 Congregate Meal Services: No less than twenty-one percent (21%) of those Clients receiving Congregate Meal Services must have a Nutritional Risk Score of six (6) or above.

10.1.5.1.2 Home-Delivered Meal Services: No less than sixty-five percent (65%) of those Clients receiving Home-Delivered Meal Services must have a Nutritional Risk Score of six (6) or above.

10.1.6 Subrecipient must input a record of all Services delivered including the actual number of meals served per Client per day, Telephone Reassurance contact with Clients, Initial Assessments, Reassessments, and all other Client contacts in the Management Information System. (See Exhibit P (Definitions) of the Subaward).

10.1.7 Subrecipient must input a record of all non-delivered Congregate Meals in the Management Information System for the purpose of tracking unmet needs. Subrecipient must not deny a meal to a Congregate Meal Client unless all other alternate funding options have been exhausted.

10.1.8 Subrecipient must also enter into the Management Information System all information which the AAA requires (e.g. Nutrition Risk Score, Activities of Daily Living, Instrumental Activities of Daily Living, and demographic information) in order to meet its planning, coordination, evaluation and reporting requirements. This includes requests to complete missing mandatory fields in the Management Information System.

- 10.1.9 Subrecipient must not deny the serving of a meal to a Client who has failed to make a reservation when food is available.
- 10.1.10 Where feasible and appropriate, 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).
- 10.1.11 Subrecipient must prepare a menu of the meals to be served at each Congregate Meal site. Subrecipient must ensure that its menus:
 - 10.1.11.1 Conform to the menu planning and nutrition standards of County and CDA. Subrecipient must review, utilize, and adhere to Menu Writing Specifications and Requirements as revised annually by County and CDA.
 - 10.1.11.2 Are approved by DASSP Subrecipient's registered dietitian prior to submission for certification by DASSP Subrecipient's lead registered dietitian and County. Menus must be certified annually.
 - 10.1.11.3 Are planned for a minimum of five (5) weeks.
 - 10.1.11.4 Are posted weekly in the kitchen at each Congregate Meal site.
 - 10.1.11.5 Are posted monthly at each Congregate Meal site dining room in a location easily seen by Clients.
 - 10.1.11.6 Are legible and easy to read in English and the language of the majority of the Clients.
 - 10.1.11.7 Reflect cultural and ethnic dietary needs of Clients, when feasible and appropriate.
 - 10.1.11.8 Adhere to a low sodium content with a target of 500 mg to 750 mg sodium per meal. Catered ethnic menus may exceed sodium target with DASSP Subrecipient's registered dietitian approval.
- 10.1.12 To the maximum extent practicable, each meal may be adjusted to meet any special dietary needs of Clients, including any culturally sensitive meal requirements. Special dietary variations must be approved by DASSP Subrecipient's registered dietitian.

10.2 Congregate Meal Services Requirements

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

10.2.1.1 Each Congregate Meal may consist American or Ethnic style meals. Ethnic will include Kosher and any other meal that does not fall under American meals.

10.2.1.2 Subrecipient may also provide Grab and Go meals that are picked up by client, or client's agent, or delivered to client and consumed outside of the Congregate Meal site. Grab and Go meals served through Congregate Meal Services must include an in-person or virtual social interaction component arranged by the Subrecipient. Social interaction components must be live, not pre-recorded. Examples of a social component include scheduled in-person activities at the Congregate Meal site, virtual travel tours, and group chats on a virtual platform such as Zoom, Facebook, or Google Meet, while consuming a meal.

10.2.1.3 Grab and Go meals may be included as a complement to, but not as a substitute for, standard Congregate Meals Services delivered in a group setting.

10.2.1.4 Grab and Go meals provided with no Subrecipient provided social interaction component do not qualify as Congregate Meal Services and must be considered as a Home Delivered Grab and Go meal (refer to Subparagraph 10.3.1.1). For example, Grab and Go meals provided in advance to be consumed during a preapproved non-County recognized holiday site closure and with no Subrecipient provided social interaction component

must be counted as a Home Delivered Grab and Go meal.

10.2.2 Eligibility for Congregate Meal Services

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

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

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

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

10.2.2.1.4 A disabled individual who resides at home with and accompanies an Older Individual (who participates in the Program) to the Congregate Meal site. Disability is a condition attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

10.2.2.1.4.1 Self-care

10.2.2.1.4.2 Receptive and expressive language

10.2.2.1.4.3 Learning

10.2.2.1.4.4 Mobility

10.2.2.1.4.5 Self-direction

- 10.2.2.1.4.6 Capacity for independent living
- 10.2.2.1.4.7 Economic self-sufficiency
- 10.2.2.1.4.8 Cognitive functioning
- 10.2.2.1.4.9 Emotional adjustment

10.2.3 Eligibility for Volunteer Meals

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

10.2.4 Client Assessment for Congregate Meal Services

- 10.2.4.1 **Congregate Meal Initial Assessment Requirements of Potential Client**
 - 10.2.4.1.1 Subrecipient must complete an Initial Assessment to determine potential Client's eligibility either two (2) weeks before or two (2) weeks after potential Client's Congregate Meal Services first begin by using Attachment 4 (Universal Intake Form) as provided annually by County. Subrecipient must complete the following information on the

Universal Intake Form for the potential Client:

- 10.2.4.1.1.1 Name
- 10.2.4.1.1.2 Address
- 10.2.4.1.1.3 Date of Birth
- 10.2.4.1.1.4 Gender
- 10.2.4.1.1.5 Sexual Orientation and Gender Identity (SOGI)
- 10.2.4.1.1.6 Veteran Status
- 10.2.4.1.1.7 Race/Ethnicity
- 10.2.4.1.1.8 Relationship Status
- 10.2.4.1.1.9 Type of Residence (house, apartment, etc.)
- 10.2.4.1.1.10 Living Arrangement (alone/not alone)
- 10.2.4.1.1.11 Rural
- 10.2.4.1.1.12 Designation/Unincorporated City
- 10.2.4.1.1.13 Receive In-Home Supportive Services
- 10.2.4.1.1.14 Income Status (which must be identified as at, above, or below the Administration on Community Living (ACL) Federal Poverty Guidelines)

- 10.2.4.1.1.15 Primary Language Spoken
- 10.2.4.1.1.16 Nutritional Risk Score (utilizing the Nutrition Screening Initiative Checklist)
- 10.2.4.1.1.17 Activities of Daily Living/Instrumental Activities of Daily Living
- 10.2.4.1.2 Subrecipient must enter the Client's Initial Assessment data into the Management Information System within two (2) weeks of the initial contact with the client and prior to the date that the Client begins receiving ENP Services. The Initial Assessment will be considered incomplete if any of the data listed above is missing.
- 10.2.4.1.3 Subrecipient must assign an Employee to have the primary responsibility for Client data entry into Management Information System. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up Employee must be designated to act on behalf of the primary Management Information System contact person in the event of his or her absence.
- 10.2.4.1.4 Subrecipient must inform County of the name of the 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 will be allowed to access Management Information System.

- 10.2.4.1.5 Subrecipient must work with the DASSP Subrecipient identified in the AAA Provider List (as provided by County on an annual basis) to refer Clients that Subrecipient has assessed as diabetic, and/or have a high nutrition risk score of ten (10) or higher, or a nutrition risk score of six (6) to nine (9) and meet a secondary criteria, according to the National Screening Initiative Checklist (refer to Paragraph 10.9 (Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient)).
- 10.2.4.1.6 Subrecipient must include a written record of each Client's Initial Assessment, any Reassessment (as described in Paragraph 10.2.4.2 (Congregate Meal Reassessment Requirements)), and any other updates in the Client's file.
- 10.2.4.1.7 Subrecipient must 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 must provide referral(s) to these programs as necessary.

10.2.4.2 **Congregate Meal Reassessment Requirements**

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

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

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

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

10.2.5.2 Must ship cold food to Congregate Meal site(s) in ice chests, insulated containers, or refrigerated trucks to maintain a temperature of forty-one degrees Fahrenheit (41°F) or below. Cold food must not come in contact with ice.

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

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

- 10.2.5.5 Temperatures of all hot, cold, and frozen foods must be taken upon delivery to the Congregate Meal site and annotated on a food delivery sheet as instructed in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.2.6 Meal Service requires that Subrecipient will:
 - 10.2.6.1 Maintain hot food hot, as described in Paragraph 10.2.5.1, for a maximum of three (3) hours from the completion of cooking at the central kitchen to the completion of service at the Congregate Meal site.
 - 10.2.6.2 Maintain hot food hot, as described in Paragraph 10.2.5.1, for a maximum of two (2) hours at the Congregate Meal site.
 - 10.2.6.3 Serve meals at a regularly scheduled time at each Congregate Meal site.
 - 10.2.6.4 Follow the provisions of "Offer Versus Serve" as found in Title 7 Code of Federal Regulations Part 226.20(p).
 - 10.2.6.5 Ensure each Congregate Meal site maintains a minimum participation of at least fifteen (15) Clients per day. Subrecipient may submit a written request to County for a waiver to deviate from this requirement.
 - 10.2.6.6 Each meal must 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, must be appropriate for Older Individuals. Tables should be arranged to assure ease of access and encourage socialization.
- 10.2.7 Subrecipient must allow presence of Service Animals as follows:
 - 10.2.7.1 The ADA defines service animals as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work include guiding people who are blind, alerting

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

- 10.2.7.2 Subrecipient must allow the use of service animals at all Congregate Meal sites. Service animal must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the Client's disability prevents using these devices. In that case, Subrecipient may require that the Client must maintain control of the service animal through voice, signal, or other effective controls.
- 10.2.7.3 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.
- 10.2.7.4 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.
- 10.2.7.5 Subrecipient must ensure that Clients with disabilities who use service animals will not be isolated from other Clients, treated less favorably than other Clients, or charged fees that are not charged to other Clients without service animals.

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

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

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

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

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

10.2.8.1 Be open to the general public.

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

10.3 Home-Delivered Meal Services Requirements

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

10.3.1.1 Subrecipient may also provide Grab and Go meals through Home-Delivered Meal Services that are picked up by the client, or client's agent, or delivered to client consumed at client's residence or

other location outside of a congregate setting and without a Subrecipient provided social interaction component.

- 10.3.1.2 Subrecipient may provide Grab and Go meals as a complement to, but not a substitute for, meals provided under standard Home-Delivered Meal Services.

10.3.2 Eligibility for Home-Delivered Meal Services

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

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

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

10.3.2.1.1.2 Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious health or safety hazard to the Individual or to others.

10.3.2.1.2 The spouse of any Older Individual described in this Paragraph 10.3.2, 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.

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

10.3.3 Client Assessment for Home-Delivered Meal Services

10.3.3.1 Home-Delivered Meal Initial Assessment Requirements of Potential Client

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

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

- 10.3.3.1.1.1 Name
- 10.3.3.1.1.2 Address
- 10.3.3.1.1.3 Date of Birth
- 10.3.3.1.1.4 Gender
- 10.3.3.1.1.5 Sexual Orientation and Gender Identity (SOGI)
- 10.3.3.1.1.6 Veteran Status
- 10.3.3.1.1.7 Race/Ethnicity

- 10.3.3.1.1.8 Relationship Status
- 10.3.3.1.1.9 Type of Residence (house, apartment, etc.)
- 10.3.3.1.1.10 Living Arrangement (alone/not alone)
- 10.3.3.1.1.11 Rural Designation/ Unincorporated City
- 10.3.3.1.1.12 Receive In-Home Supportive Services
- 10.3.3.1.1.13 Income Status (which must be identified as at, above, or below the ACL Federal Poverty Guidelines)
- 10.3.3.1.1.14 Primary Language Spoken
- 10.3.3.1.1.15 Nutritional Risk Score (utilizing the Nutrition Screening Initiative Checklist)
- 10.3.3.1.1.16 Activities of Daily Living/Instrumental Activities of Daily Living
- 10.3.3.1.2 Subrecipient must enter the Client's Initial Assessment data into the Management Information System within two (2) weeks of the initial contact with the Client and prior to the date that the Client begins receiving ENP Services.

The Initial Assessment will be considered incomplete if any of the data listed above is missing.

10.3.3.1.3

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

10.3.3.1.4

Subrecipient must provide County the name of Subrecipient's Management Information System Employee(s) and back-up Employee(s) 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 will be allowed to access Management Information System. Each designated staff member must have their individually assigned account and log-in information. Subrecipient's employees are not permitted to share accounts.

10.3.3.1.5

Subrecipient must complete Attachment 10 (Home-Delivered Meal Program Priority of Service Screening Tool) for all Home-Delivered Meal Clients. Instructions for completing the form are provided in Attachment

		10 (Home-Delivered Meal Program Priority of Service Screening Tool).
10.3.3.1.6		Home-Delivered Meal Clients must also be assessed to determine their need for nutrition-related supportive services and be referred as necessary.
10.3.3.1.7		Subrecipient must work with the DASSP Subrecipient identified in the AAA Provider List (as provided by County on an annual basis) to refer Home-Delivered Meal Clients that Subrecipient has assessed as diabetic, and/or have a high nutrition risk score of ten (10) or higher, or a nutrition risk score of six (6) to nine (9) and meet a secondary criteria, according to the National Screening Initiative Checklist (refer to Paragraph 10.10 (Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient)).
10.3.3.1.8		Subrecipient must implement criteria to assess the level of need for each eligible Home-Delivered Meal Service Client as outlined in Paragraph 10.3.2 (Eligibility for Home-Delivered Meal Services), and in the appropriate section(s) of the most current edition of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
10.3.3.2	Home-Delivered Meal Reassessment Requirements	
10.3.3.2.1		Subrecipient must 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 must be entered into the Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year.

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

10.3.3.2.3 Reassessments may be conducted at Congregate Meal sites for clients who pick up Grab and Go meals at Congregate Meal sites through Home-Delivered Meal Services.

10.3.3.2.4 Subrecipient may schedule Reassessments according to the Home-Delivered Meal route 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 must conduct Reassessments on the following schedule commencing three (3) months from when the Client first begins receiving Home-Delivered Meal Services:

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

- 10.3.3.2.4.2 **Six (6) Month Reassessment:**
 Conduct an In-Home visit to determine if the need for Home-Delivered Meal Services still exists.
 Reassessment for Grab and Go clients who pick up their meals at a Congregate Meal site may be conducted at the Congregate Meal site. The visit may include an evaluation of the type of meal (i.e. hot and/or frozen) the Client receives. Also, ask the Client for the number of Emergency Meals the Client has remaining.
- 10.3.3.2.4.3 **Nine (9) Month Reassessment:**
 Telephone the Client to determine if the need for Home-Delivered Meal Services still exists.
- 10.3.3.2.4.4 **Twelve (12) Month Reassessment:**
 Perform a Reassessment by completing a new Attachment 4

(Universal Intake Form) as stated in Paragraph 10.3.3.1 (Home-Delivered Meal Initial Assessment Requirements of Potential Client).

10.3.3.2.5 This Reassessment must be conducted in the Client's home. Reassessment may be conducted at Congregate Meal site for Grab and Go meal clients who pick up meals at Congregate Meal site.

10.3.3.2.6 Subrecipient must enter Client's Reassessment into the Management Information System within two (2) weeks of completing the Reassessment.

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

10.3.4 Home-Delivered Meal Waiting List Requirements

10.3.4.1 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.

10.3.4.2 A Client's position on the Home-Delivered Meal Waiting List must 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 DASSP Subrecipient's registered dietitian.

10.3.4.3 Subrecipient must complete Attachment 10 (Home-Delivered Meal Program Priority of Service Screening Tool) for all Clients on the Home-Delivered Meal Waiting List.

- 10.3.4.4 The Home-Delivered Meal Program Priority of Service Screening Tool establishes a weight factor to determine priority placement on the Home-Delivered Meal Waiting List. Subrecipient must give priority of Service to Clients with the greatest need and the highest overall score.
- 10.3.4.5 Subrecipient must enter the name and demographic information of Clients placed on the Home-Delivered Meal Waiting List into the Management Information System.
- 10.3.4.6 Subrecipient must provide a Telephone Reassurance call to Clients (age sixty (60) or older) on the Home-Delivered Meal Waiting List each month to ascertain whether Services are still needed.
- 10.3.4.7 If waitlisting for Services is no longer needed due to enrollment in the Home-Delivered Meal Program, Subrecipient must 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 must remove the Client's name from waiting list and enter an end date.
- 10.3.4.8 Subrecipient must make every effort to ensure that Home-Delivered Meal Clients that are removed from the Program are referred to and linked with other nutrition-related supportive services programs for Older Individuals.
- 10.3.4.9 Existence of Home Delivered Meals Waiting List deems justification for monitoring visits by the County's Contract Compliance Division.
- 10.3.5 Each Home-Delivered Meal may consist American or Ethnic style meals which may be delivered hot, cold, and/or frozen. Ethnic will include Kosher and any other meal that does not fall under American meals.
- 10.3.6 Meal delivery to Home-Delivered Meal Clients requires that Subrecipient:

- 10.3.6.1 Subrecipient must obtain County permission in writing prior to providing Home-Delivered frozen Meals to Clients.
- 10.3.6.2 Subrecipient must set regular delivery schedules so meals will be delivered at a consistent time each day.
- 10.3.6.3 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.
- 10.3.6.4 Must ship hot meals to Home-Delivered Meal Clients in insulated containers, heated containers, or heated truck to maintain a temperature of one hundred forty degrees Fahrenheit (140°F) or above.
- 10.3.6.5 Must ship cold food to Home-Delivered Meal Clients in ice chests, insulated containers, or refrigerated trucks to maintain a temperature of forty-one degrees Fahrenheit (41°F) or below. Food should not come in contact with ice.
- 10.3.6.6 Must ship frozen meals to Home-Delivered Meal Clients in an ice chest with ice, ice blanket or blue ice to maintain a solid, frozen state. Ice cream must be at or below temperatures of seven to ten degrees Fahrenheit (7° - 10°F).
- 10.3.6.7 May ship bread, whole fruits, cookies, cakes, and non-potentially hazardous foods to Home-Delivered Meal Clients at room temperature.

10.3.7 Home-Delivered Hot Prepackaged Meals

- 10.3.7.1 Home-Delivered hot prepackaged meals must be delivered to Clients in a manner that maintains appropriate temperatures and that protects them from potential contamination from dust, insects, rodents, unclean equipment and utensils, and unnecessary handling.
- 10.3.7.2 Home-Delivered Meal routes must be completed in the shortest time possible to ensure absence of contamination. Home-Delivered hot prepackaged meals must be delivered to Clients within three (3) hours after food has left the central kitchen.

- 10.3.7.3 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.

10.3.8 Home-Delivered Frozen Meals

- 10.3.8.1 Subrecipient must obtain County permission in writing prior to providing Home-Delivered Frozen Meals to Clients.
- 10.3.8.2 Subrecipient must conduct an assessment on a Client's capability to receive a Home-Delivered Frozen Meal and ability to safely reheat a frozen meal prior to implementing Home-Delivered Frozen Meal service.
- 10.3.8.3 Frozen Home-Delivered Meals and any accompanying cold and room temperature items must be delivered to Clients in a sanitary manner to assure absence of contamination and must be packaged to assure temperature control.
- 10.3.8.4 Delivery of Frozen Home-Delivered Meals may extend beyond three (3) hours provided the frozen meals remain solidly frozen and do not rise above twenty-nine degrees Fahrenheit (29°), and any accompanying cold food must maintain a temperature of forty-one degrees Fahrenheit (41°F) or below.
- 10.3.8.5 Meals must remain frozen until the final delivery is complete. Temperature should be no higher than twenty-nine degrees Fahrenheit (29°F).

10.4 Emergency Meal Services Requirements for Home-Delivered Meal Clients

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

regular meal service to ENP Clients who are receiving Home-Delivered Meal Services.

10.4.2 Eligibility for Emergency Meal Services

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

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

- 10.4.3 Subrecipient must have emergency shelf-stable meals available for use during a power outage or any disruption of regular service.
- 10.4.4 Subrecipient must be able to continue the provision of food to homebound Clients for a minimum of three (3) days in the event that their usual deliveries are disrupted.
- 10.4.5 Subrecipient may work with the vendor of its choice to develop the menu for Emergency Meals. This menu must be approved/certified by DASSP Subrecipient's Project Manager.
- 10.4.6 Each meal must provide one-third (1/3) of the current Dietary Reference Intakes included in the current Dietary Guidelines for Americans. Meal components are detailed in the Los Angeles County Area Agency on Aging Food Service Standard Operating Procedures manual.
- 10.4.7 All meals must have a minimum of a six (6) month shelf life from the date of purchase/issuance to the Client.
- 10.4.8 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.
- 10.4.9 Emergency Meal distribution may occur during the Initial Assessment for new Home-Delivered Meal Clients or during the Reassessment for existing Home-Delivered Meal Clients.

- 10.4.10 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.

10.5 Telephone Reassurance Services Requirements for Home-Delivered Meal Clients

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

10.5.2 Eligibility for Telephone Reassurance Services

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

10.5.2.1.1 An Older Individual; and

10.5.2.1.2 Must be either:

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

10.5.2.1.2.2 An Older Individual who is on the Home-Delivered Meal waiting list as recorded in the Management Information System (refer to Paragraph 9.17.4 (Information Technology Systems – Management Information

System) of the Subaward).

- 10.5.2.2 Telephone Reassurance Services must only be provided to Home-Delivered Meal Clients who meet the age eligibility requirement of sixty (60) years of age or older.
- 10.5.3 Subrecipient that delivers Telephone Reassurance Services to individuals not meeting eligibility criteria will be required to repay County for those Services.
- 10.5.4 Subrecipient must use trained Volunteers or its Employees to provide regular telephone contact and safety checks to reassure and support Clients who are homebound as specified herein:
- 10.5.5 Telephone Reassurance Service must be provided to all Clients receiving Home–Delivered meals (frozen or hot) and to all Clients who are on a Home-Delivered Meal Waiting List in Management Information System for a Home-Delivered meal.
- 10.5.6 Telephone Reassurance Service is not required for Home-Delivered Meal Services Clients who pick up Grab and Go meals at Congregate Meal sites.
- 10.5.7 Telephone Call Frequency**
 - 10.5.7.1 At a minimum, Subrecipient must call Clients who receive Home-Delivered meals at least once per month.
 - 10.5.7.2 Subrecipient must call Clients who are on a Home-Delivered Meal Waiting List in the Management Information System at least once per month.
 - 10.5.7.3 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 9 (Home-Delivered Meal Program Telephone Reassurance Log).
 - 10.5.7.4 Subrecipient must speak with Clients receiving frozen and/or hot meals and Clients who are on a waiting list for a Home-Delivered Meal. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services.

10.6 Congregate and Home-Delivered Meals Quality Assurance Committee

- 10.6.1 Subrecipient must establish a Quality Assurance Committee for both Congregate Meal Services and Home-Delivered Meal Services. This Committee's purpose will be preventing problems and providing 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 must be taken for any issues identified.
- 10.6.2 The Quality Assurance Committee must be appointed by the Subrecipient's Project Manager and must include Project Manager, Site Manager(s), Home-Delivered Meal Coordinator, Food Service Manager or Caterer, Client representatives from the Congregate Meal site(s), and DASSP Subrecipient's registered dietitians. Clients will be recruited, selected and organized by Subrecipient to provide input and advice on Services and Program policies.
- 10.6.3 Meetings must be held at least once a month or more frequently, if desired. The Food Service Manager from the Caterer or central kitchen must attend the Quality Assurance meetings.
- 10.6.4 Minutes detailing each committee meeting must be kept on file for one (1) year, and must 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 must be the resolution of problems related to quality food production and service. Problems must be presented, and solutions proposed, tested, and evaluated.
- 10.6.5 Records must also be kept of individual quality assurance audits done by committee members.
- 10.6.6 Quality Assurance meetings can also be included to discuss Congregate Meal site audits, Home-Delivered Meal route audits, Caterer audits, central kitchen audits, menu changes, suggested donations, and problems occurring at Congregate Meal sites.
- 10.6.7 Committee members or other assigned Clients must conduct meal evaluations at Congregate Meal sites at least once every two (2) weeks or more frequently, if desired. Problem meals or those that are outstanding may warrant unplanned, on-the-spot evaluations by committee members. These evaluations, along

with written comments, provide important data for the problem-solving process.

- 10.6.8 Two (2) times per month, Home-Delivered Meal route drivers must complete a simple written quality assurance evaluation while recording temperatures. The quality assurance evaluation must 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 must 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 must be included on this route and must be evaluated after the last participant has received a meal.

10.7 Meal and Quality Assurance Evaluations

- 10.7.1 Congregate Meals must be evaluated daily as part of quality assurance.
- 10.7.2 The Site Manager must sample each meal and poll Clients every day to judge meal satisfaction.
- 10.7.3 On a daily basis, the Site Manager will fill out the Congregate Sites Daily Meal Comments form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.7.4 At a minimum of four (4) times per month, the Site Manager must 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 must provide these completed forms to the Quality Assurance Committee Meeting for review.
- 10.7.5 Daily Client meal evaluations must be made available for Clients at each Congregate Meal site. Clients will use these forms to communicate positive and negative comments regarding meal quality. These forms will be reviewed monthly at the Quality Assurance Committee meeting.
- 10.7.6 On a weekly basis, the Home-Delivered Meal Coordinator must sample a hot Home-Delivered Meal once each week and complete the Hot Home-Delivered Meal Daily Meal Comments form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

- 10.7.7 The Home-Delivered Meal Coordinator must assign a driver to complete a quality assurance meal evaluation a minimum of once per month. Subrecipient must provide these completed forms to the Quality Assurance Committee Meeting for review.
- 10.7.8 Subrecipient must adhere to requests for Corrective Action Plan (CAP) from DASSP Subrecipient and/or County. CAP must be prepared by Subrecipient to address performance deficiencies at site, route, or caterer/central kitchen. DASSP Subrecipient must review and approve plan in addition to monitor remedial action.

10.8 Nutrition Services Incentive Program

- 10.8.1 For purposes of this Subaward, Subrecipient may receive additional funding to supplement the cost for food used in meals served, which is known as the Nutrition Services Incentive Program (NSIP) under Section 311 of the OAA.
- 10.8.2 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.
- 10.8.3 NSIP reimbursement may only be requested for meals served with OAA Title III C funds. NSIP funding is not guaranteed and will only be available until funding has been exhausted. NSIP reimbursement may be requested by Subrecipient for meals which:
 - 10.8.3.1 Meet the dietary guidelines, as specified in Section 339 of the OAA (Title 42 United States Code Section 3030g-21).
 - 10.8.3.2 Are served to Clients, as specified in Paragraphs 10.2.2 (Eligibility for Congregate Meal Services) and 10.3.2 (Eligibility for Home-Delivered Meal Services).
 - 10.8.3.3 Are served to Volunteers of any age pursuant to Paragraph 10.2.3 (Eligibility for Volunteer Meals).
 - 10.8.3.4 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 Paragraph 10.1 (General ENP Meal Requirements).

- 10.8.3.5 NSIP funds may only be used for domestically produced food such as milk, fruit, vegetables, protein products, etc., that are used in an ENP meal.
- 10.8.3.6 Follow the provisions of “Offer Versus Serve” as found in Title 7 Code of Federal Regulations Part 226.20(p). Congregate Meal Clients may be permitted to decline items due to preference or medical reasons. NSIP funds are not affected when a Client declines menu items.

10.9 Senior Farmers’ Market Nutrition Program

- 10.9.1 Subrecipient must participate in the annual Senior Farmers’ Market Nutrition Program (SFMNP). Subrecipient must distribute SFMNP check booklets at all active Congregate Meal sites within the timeframe designated by County.

10.10 Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient

- 10.10.1 Subrecipient must work with County’s DASSP Subrecipient identified in the AAA Provider List (as provided by County on an annual basis). DASSP Subrecipient provides the following services: oversight of ENP by DASSP 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.
- 10.10.2 Subrecipient must provide DASSP Subrecipient with the number of Nutrition Education materials needed for distribution to Home-Delivered Meal Clients during the Fiscal Year.
- 10.10.3 Subrecipient must make Client referrals for Nutrition Counseling, either in person, by fax, phone or email, to DASSP Subrecipient for all Clients who are diabetic and/or have a Nutritional Risk score of ten (10) and above, or six (6) to nine (9) and meets a secondary criterion below:
 - 10.10.3.1 Client has an illness or condition that resulted in a change in the kind and/or amount of food that is consumed.

- 10.10.3.2 Client consumes fewer than two (2) meals per day.
- 10.10.3.3 Client has unintentionally lost or gained ten (10) pounds in the past six (6) months.
- 10.10.4 Subrecipient acknowledges that Subrecipient's ENP Services will be monitored by DASSP Subrecipient on a monthly basis and will cooperate with monitoring efforts. Subrecipient must correct any problems noted in DASSP Subrecipient's Monitoring Reports provided to Subrecipient each month. Subrecipient must respond to DASSP Subrecipient and County in writing within fifteen (15) days from the receipt of the Monitoring Report with an action plan to correct the problem.
- 10.10.5 Subrecipient must work with DASSP Subrecipient during the Elderly Nutrition Program Annual Assessment process. This includes scheduling visits and providing all requested Client records within required timeframe.
- 10.10.6 Subrecipient must work with DASSP Subrecipient's registered dietitians to develop menus for ENP. All menus must be reviewed, certified, and approved by DASSP Subrecipient. DASSP Subrecipient and Subrecipient will include input from food production staff, Caterer(s) and Subrecipient's Quality Assurance Committee as described in Subparagraph 10.6 (Congregate and Home-Delivered Meals Quality Assurance Committee).
- 10.10.7 Subrecipient must work with DASSP Subrecipient to complete the annual nutritional analysis of approved menus with the designated caterer/central kitchen. Subrecipient will serve as liaison between DASSP Subrecipient and caterer/central kitchen.
- 10.10.8 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 DASSP Subrecipient's registered dietitians and approved by County.

10.11 Mandatory Coordination with CalFresh Healthy Living Program Subrecipient

- 10.11.1 Subrecipient must provide support with planning and scheduling of CalFresh Healthy Living sessions, at eligible sites, to County's CalFresh Healthy Living Program Subrecipient.

10.12 Mandatory Coordination with Disease Prevention and Health Promotion Program Subrecipient

- 10.12.1 Subrecipient must make referrals, as needed, either in person, by fax, phone or email, to Disease Prevention and Health Promotion Program (DPHPP) Subrecipient (identified in the AAA Annual Nutrition Program Provider list) for Clients who would benefit from disease prevention and health promotion programs.
- 10.12.2 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 DPHPP Subrecipient.

10.13 Central Kitchen/Caterer

- 10.13.1 Subrecipient must use either a central kitchen or Caterer to prepare meals and must notify County which source Subrecipient will use to obtain meals.
 - 10.13.1.1 Central Kitchen: When utilizing this option, Subrecipient asserts that Subrecipient will prepare meals at a certified commercial kitchen(s).
 - 10.13.1.2 Caterer: When utilizing this option, Subrecipient asserts that it will procure a Caterer in accordance with Paragraph 10.14 (Procurement of Caterer) who will prepare meals and provide them to Subrecipient.
- 10.13.2 Subrecipient must employ a Project Manager, Food Service Manager or a Caterer, and Site Manager who are certified Food Protection Managers by the National Restaurant Association-ServSafe® or other recognized organization. There must be a certified Food Protection Manager in charge at each central kitchen and at each Congregate Meal site. The Project Manager and Food Service Manager/Caterer must obtain Hazard Analysis and Critical Control Points (HACCP) Program Training within six (6) months of hire.
- 10.13.3 Subrecipient must 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.

- 10.13.4 Subrecipient must 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.
- 10.13.5 Subrecipient must ensure that a pest control operator inspects the facility on a monthly basis. Subrecipient must implement an integrated pest management program that provides procedures to prevent and to get rid of pests. These procedures must include those performed both by central kitchen/catering staff and by the pest control operator. Pest Control Reports must be kept on file and made available for review by County and DASSP Subrecipient's registered dietitians.

10.14 Procurement of Caterer

- 10.14.1 When Subrecipient elects to use the services of a Caterer to prepare/supply meals, Subrecipient must procure that Caterer from a pool of caterers who are on the AAA Approved Caterer List. Such caterers have been inspected and certified by DASSP Subrecipient and have been approved by County. The AAA Approved Caterer List must be provided by County on an annual basis.
- 10.14.2 Pursuant to Title 22 California Code of Regulations Sections 7352 – 7364, Subrecipient must procure Caterer from the AAA Approved Caterer List using a competitive solicitation process. Subrecipient must 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 must enter into a Lower Tier Subaward with the successful Caterer. In accordance with Paragraph 8.40 (Lower Tier Subaward) of the Subaward, Subrecipient must obtain approval from County prior to entering into the Lower Tier Subaward.
- 10.14.3 Noncompetitive awards may be made by Subrecipient when the award is infeasible for competitive bid as a result of any of the conditions outlined in Title 22 California Code of Regulations Section 7360 (Noncompetitive Awards).

10.15 Health and Fire Inspections

- 10.15.1 Subrecipient's Congregate Meal sites, central kitchens and Caterer must 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 must work with DASSP 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 Paragraph 9.20.3 (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.

- 10.15.2 Subrecipient's Congregate Meal sites and central kitchens must be inspected every five (5) years by the Los Angeles County Fire Department or Subrecipient's local fire department. In accordance with Paragraph 9.20.3 (Subaward Compliance Documents) of the Subaward, Subrecipient must submit to County inspection reports from either the Los Angeles County Fire Department or Subrecipient's local fire department for each Congregate Meal site and central kitchen.

10.16 Licenses and Certifications for Services

- 10.16.1 Subrecipient must 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.
- 10.16.2 Prior to the execution of this Subaward, and, in cases of new staff or staff with updated licenses, permits or certifications, Subrecipient must 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 must be sent to County's Program Manager listed in Exhibit D (County's Administration) of the Subaward.
- 10.16.3 If Subrecipient operates a central kitchen and/or engages the services of Caterer, Subrecipient must maintain current proof of the following:
 - 10.16.3.1 Public health permit and business license.
 - 10.16.3.2 Health Department/DHS inspection report (which must be current within the most recent twelve (12) month period) for each central kitchen and/or Congregate Meal site.

- 10.16.3.3 Hazard Analysis Critical Control Point Certificate and Food Protection Manager Certificate (ServSafe Certificate) for Food Service Manager.
- 10.16.3.4 Subrecipient must ensure that required Employees attend ServSafe training and successfully pass examination. Subrecipient must absorb cost of training for Employees that fail examination and are required to take a remedial course.

10.17 Contributions and Fees for Cost of Meals

10.17.1 Voluntary Contributions

- 10.17.1.1 Subrecipient must develop and implement a method to enable Clients to voluntarily contribute to the cost of the Program (i.e., Client who receives a meal must be given the opportunity to contribute to the cost of the meal).
- 10.17.1.2 Subrecipient must ensure that Clients are not required to contribute to the Program when they are requesting Services. Subrecipient's solicitation of voluntary contributions must not be coercive.
- 10.17.1.3 Subrecipient must clearly inform Client that contributions are strictly voluntary, and Subrecipient must not pressure Client to contribute to the cost of the meal.
- 10.17.1.4 Subrecipient must 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 must be considered.
- 10.17.1.5 Subrecipient must post a sign near the contribution container at each Congregate Meal site indicating the suggested contribution for Clients and the guest fee (amount charged to non-seniors). The sign must also state, "Your contribution is voluntary and is not a requirement to receive a meal if you are eligible for the Elderly Nutrition Program."
- 10.17.1.6 Staff at the sign-in table must be trained on the voluntary contribution policy emphasizing the confidential nature of the contributions.

- 10.17.1.7 Home-Delivered Meal agreements may have a suggested contribution amount. The agreements must not be coercive and must state, "Your contribution is voluntary and is not a requirement to receive a meal if you are eligible for the Elderly Nutrition Program."
- 10.17.1.8 Client must not be denied Services because of their failure or inability to contribute to the cost of Services.
- 10.17.1.9 Subrecipient must establish procedures for soliciting voluntary contributions that provide Clients with a confidential method for making contributions.
- 10.17.1.10 Subrecipient must ensure that Client's decision to contribute as well as the amount of Client's contribution is kept private and confidential.
- 10.17.1.11 Subrecipient must not use any of the following practices as it relates to voluntary contributions/donations and/or share of costs:
 - 10.17.1.11.1 Requesting Clients to assist in the share of cost to the Program.
 - 10.17.1.11.2 Tracking donations by accounts receivable.
 - 10.17.1.11.3 Tracking donations by individual Clients.
 - 10.17.1.11.4 Using pamphlets and websites stating that payment is required for Services or stating a monetary amount for Services.
 - 10.17.1.11.5 Employing tactics, in any way, that could be viewed as embarrassing and/or obligatory requests for donations.
 - 10.17.1.11.6 Employing tactics such as allowing Volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.

- 10.17.1.11.7 At the time of the Initial Assessment, compelling Client to pledge a particular amount as an agreed upon donation.
- 10.17.1.11.8 Using coercion to solicit voluntary contributions.
- 10.17.1.11.9 Using a donation request resembling a billing statement or invoice.
- 10.17.1.11.10 Imposing a suggested contribution rate based on an individual's income.

10.17.2 Guest Fees

- 10.17.2.1 All guests under the age of sixty (60) must pay for the full cost of a meal. The guest fee will be sufficient to cover all meal costs.
- 10.17.2.2 There is no provision for a guest fee to be private.
- 10.17.2.3 Subrecipient must serve meals to guests only if sufficient food is available after Clients are served.
- 10.17.2.4 Subrecipient must establish and adhere to written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures must be kept on file at Subrecipient's site.
- 10.17.2.5 Subrecipient must separate collected contributions (donations/fees) from Subaward funding. All contributions must 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.
- 10.17.2.6 Contributions earned in excess of the amount(s) reported in the Budget(s) may be deferred for use in the first quarter of the next Fiscal Year (when County renews the Subaward term) and must be used to expand baseline Services. Such funds must be recorded as Program Income.

- 10.17.2.7 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution related records must be held pursuant to record retention policies outlined in Paragraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Subaward.

10.18 Grievance Process

- 10.18.1 Subrecipient must develop, implement, and maintain a formal procedure for the resolution of complaints from Clients or a Client's Responsible Other. The grievance process must be consistent with the procedures required in Section 7400 of Title 22 of the California Code of Regulations.
- 10.18.2 At minimum, the grievance process must include the following:
- 10.18.2.1 Time frame within which complaints will be acted upon. A written notification of the investigation results, the resolution, and the appeal procedures must be sent to the complainant and the Los Angeles County AAA within ten (10) business days from which the complaint originates. The notification must include a statement that the Client may appeal to County if dissatisfied with the results of Subrecipient's review.
 - 10.18.2.2 Confidentiality provisions to protect the complainants right to privacy.
 - 10.18.2.3 The grievance process must be posted in a conspicuous public location, such as a Subrecipient's public lobby and be accessible for review. Subrecipient must ensure that each Client or each Client's Responsible Other is aware of the procedures. Notification must be posted in English and any primary language shared by a significant number of Clients. Public postings and written notifications are subject to approval by County.
 - 10.18.2.4 Subrecipient must notify all Clients of the grievance process at time of intake.
 - 10.18.2.5 Subrecipient must advise homebound Clients of grievance process verbally and in writing. The Subrecipient is required to distribute notification of the grievance procedures at least once a year to homebound Clients.

10.19 Collaborations

- 10.19.1 Subrecipient must collaborate with County and City of Los Angeles network of providers and other similar community organizations, Adult Protective Services agencies, law enforcement agencies, and legal services providers in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Subrecipient is encouraged to share vital assessment information with other agencies providing Services to Client in the home. However, in sharing information with other agencies, Subrecipient must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 10.19.2 Subrecipient must develop linkages with other community-based long-term care service providers, particularly those that see Clients at home.
- 10.19.3 Subrecipient must establish procedures to protect all Client information consistent with the terms of this Subaward, any amendments thereto and all applicable laws, and must not disclose Client information without written consent from County and Client.

10.20 Community Outreach

- 10.20.1 Subrecipient must provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on available Services for potential Clients. Subrecipient must also market the Services to all ethnic groups in each Service area (i.e., Supervisorial District, Region, etc.) in which the Services are being provided by Subrecipient. Subrecipient's outreach efforts must include, but are not limited to, distribution of information about Services to community members; developing referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; developing additional ways to access Services; utilizing media directed to targets populations; utilizing bilingual Staff; and other strategies to promote access. All materials must be presented in a culturally sensitive manner by Subrecipient.
- 10.20.2 Subrecipient must ensure that information and assistance on Services are provided to all populations including, but not limited to, homeless, veterans and Lesbian-Gay-Bisexual-Transgender individuals.

10.21 Customer Satisfaction Surveys

- 10.21.1 Subrecipient must 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.
- 10.21.2 Subrecipient must disseminate the Customer Satisfaction Surveys to all Clients who receive Congregate and/or Home-Delivered Meals.
- 10.21.3 Subrecipient must collect all Customer Satisfaction Survey responses, tally them during the closeout period, and submit forms to DASSP Subrecipient annually or as specified by County.

10.22 Multipurpose Senior Centers

- 10.22.1 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.
- 10.22.2 If Subrecipient operates a Multipurpose Senior Center, Subrecipient must comply with the provisions contained in the following acts:
 - 10.22.2.1 Copeland "Anti-Kickback" Act (Title 18 United States Code Section 874) (Title 29 Code of Federal Regulations Part 3)
 - 10.22.2.2 Davis-Bacon Act, as amended (Title 40 United States Code Sections 3141-3148) (Title 29 Code of Federal Regulations Part 5)
 - 10.22.2.3 Contract Work Hours and Safety Standard Act (Title 40 United States Code Sections 3701-3708) (Title 29 Code of Federal Regulations Part 5)
 - 10.22.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (Title 41 Code of Federal Regulations Part 60).

- 10.22.3 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:
- 10.22.3.1 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).
 - 10.22.3.2 If the Subaward Sums exceed thirty thousand (\$30,000), the fixed period of time must 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).
 - 10.22.3.3 If the Subaward Sums exceed seventy-five thousand dollars (\$75,000), the fixed period of time must not be less than ten (10) years from the date when the Subaward expires or terminates.

10.23 Emergency and Disaster Preparedness

- 10.23.1 Notwithstanding Subrecipient's and County's contractual objective to provide Services to Clients, Subrecipient will 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.
- 10.23.2 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of nature, and third-party negligence, Subrecipient must have an emergency plan in place to ensure that there is no disruption in Services.
- 10.23.3 Subrecipient must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster or emergency. Attachment 5 (Emergency and Disaster Plan Basic Requirements) details the minimum requirements of the plan. The written plan must include the following sections:

- 10.23.3.1 Emergency and Disaster Plan Mission
- 10.23.3.2 Business Continuity Plan
- 10.23.3.3 Emergency Response Organization Chart
- 10.23.3.4 Roster of Critical Local Contacts
- 10.23.3.5 Communication Plan
- 10.23.4 The Emergency and Disaster Plan must be made available to Staff and any County-approved Lower Tier Subrecipients for reference before, during, and after the emergency or disaster. Subrecipient's key Staff members must have a copy of the Emergency and Disaster Plan easily accessible at all times.
- 10.23.5 Annually, Subrecipient must update the Emergency and Disaster Plan and submit it to County's Emergency Coordinator as indicated in Exhibit D (County's Administration) of the Subaward.
- 10.23.6 The Emergency and Disaster Plan must be saved on an encrypted computer storage jump drive for easy access and transportability.
- 10.23.7 Subrecipient must maintain an updated hardcopy registry of Clients with contact information for emergency and disaster purposes. Subrecipient must 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.
- 10.23.8 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).
- 10.23.9 Subrecipient must complete Attachment 6 (Site Emergency Resource Survey) to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.
 - 10.23.9.1 Annually, on the last business day in September, Subrecipient must submit the completed Attachment 6 (Site Emergency Resource Survey) to County's Emergency Coordinator.
 - 10.23.9.2 Subrecipient must also complete and submit Attachment 6 (Site Emergency Resource Survey) to County's Emergency Coordinator anytime there is a change in information.

- 10.23.10 Subrecipient must develop and have on file a written Business Continuity Plan (BCP) that describes how Subrecipient reduce the adverse impact of any emergency event, as referenced in Paragraph 10.23.2, 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 must make the BCP available to its Staff and any County-approved Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.
- 10.23.11 The BCP must include a system to track emergency expenditures and emphasize the following:
 - 10.23.11.1 Back-up systems for data
 - 10.23.11.2 Emergency service delivery options
 - 10.23.11.3 Community resources
 - 10.23.11.4 Transportation
- 10.23.12 Subrecipient will:
 - 10.23.12.1 Designate an Emergency Coordinator to communicate with County's Emergency Coordinator or designee in the event of an emergency or disaster and ensure that County's Emergency Coordinator or designee has current contact information for Subrecipient's Emergency Coordinator.
 - 10.23.12.2 Coordinate emergency plans with respective City Emergency Plans and local Office of Emergency Services.
 - 10.23.12.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.
 - 10.23.12.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.
 - 10.23.12.5 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.

- 10.23.12.6 Maintain a current list of Subrecipient staff and Volunteers' telephone numbers, e-mail addresses, and emergency contact information.
- 10.23.12.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.
- 10.23.12.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.
- 10.23.12.9 Maintain a written escape plan and route for Clients receiving on-site Services during an emergency or disaster. The written escape plan and route must 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.
- 10.23.12.10 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs for things such as additional food, supplies, extra Home-Delivered Meals, home clean-up and safety, emergency medications, transportation, and other immediate needs including:
 - 10.23.12.10.1 Assisting Older Individuals, disabled adults, and/or any other persons seeking refuge by linking them with medical or emergency services, family, friends, and community-based programs such as the Red Cross or the appropriate government agency(ies) that can provide assistance.
 - 10.23.12.10.2 Coordinating Services for Older Individuals and disabled adults who may be bedbound, dependent upon dialysis, or have life-threatening, chronic illnesses that require immediate emergency intervention.

- 10.23.12.10.3 Assisting in the relocation of homebound, high-risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

10.23.13 Additional Emergency and Disaster Preparedness Policies and Procedures for Home-Delivered Meal Services

- 10.23.13.1 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.
- 10.23.13.2 Subrecipient must 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 Subparagraph 10.4.1. Food items should include water, frozen meals and non-perishable goods.
- 10.23.13.3 Subrecipient must 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.

10.23.14 Additional Emergency and Disaster Preparedness Policies and Procedures for Congregate Meal Services

- 10.23.14.1 The Emergency and Disaster Plan must follow the instructions provided in the Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.23.14.2 Subrecipient must 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.
- 10.23.14.3 Subrecipient must develop a written escape plan and route diagram for Clients receiving Congregate

Meals. The written escape plan and route diagram must be visible and posted at the meal site.

- 10.23.14.4 Subrecipient's Congregate Meal site(s) must have evacuation procedures to facilitate the safe evacuation of Clients to secure locations.
- 10.23.14.5 Subrecipient must 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.

10.23.15 Communication Procedures with County

- 10.23.15.1 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:
 - 10.23.15.1.1 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).
 - 10.23.15.1.2 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).

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

10.24 Alternative Methods of Service Delivery During an Emergency

- 10.24.1 In the event of an emergency (as determined by Federal authorities, State authorities, and/or County), County, at its sole discretion, may institute alternative methods (examples of which may include but are not limited to, utilizing the most appropriate service category based on circumstances (hot, frozen and/or emergency meals), establishing meal distribution locations which may include Grab and Go option and/or additional home delivered meal routes. Acquiring additional staffing and/or catering services, and use of Personal Protective Equipment (PPE), when required. Video conferencing or other similar online or remote methods of providing Services while maintaining health and safety guidelines, etc.) that Subrecipient must follow to deliver Services under this Subaward.

10.25 Adult Protective Services

- 10.25.1 Subrecipient must make referrals, as needed, to the Adult Protective Services Program (APS) via telephone (877) 477-3646 or online at [APS Web Intake](#). Subrecipient must comply with all mandated reporting guidelines (Welfare and Institution Code (WIC) section 15630).

10.26 Los Angeles Found Program

- 10.26.1 Subrecipient must make referrals, as needed, to the Los Angeles Found Program, a voluntary tracking system for individuals living with Alzheimer's, dementia, autism or other cognitive impairments. Referrals are to be initiated by calling or e-mailing as follows: (833)569-7651 or <https://ad.lacounty.gov/lafound/>.

11.0 GREEN INITIATIVES

- 11.1 Subrecipient must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

- 11.2 Subrecipient must 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 must purchase products that minimize environmental impacts, toxins, pollution and hazards to worker and community safety to the greatest extent practicable.
- 11.4 Subrecipient must 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 must 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 must 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 must notify County's Program Manager of Subrecipient's new green initiatives prior to Subaward commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1 A Performance Requirements Summary (PRS) Chart, Attachment 2 of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Subaward is an important monitoring tool for the County.
- 12.2 All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Subaward and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in the Subaward and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Subaward and the SOW and this PRS, the meaning apparent in the Subaward and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Subaward and the SOW, that apparent service will be null and void and place no requirement on Subrecipient.

ATTACHMENT 1

SUBAWARD DISCREPANCY REPORT

SUBRECIPIENT RESPONSE DUE BY (Date/Time) _____

Date:		Subrecipient's Response Received:			
Subrecipient:		Subaward No.	County's Contract Manager:		
Contact Person:		Telephone:	County's Contract Manager Signature:		
Email:		Email:			
A Subaward discrepancy(s) is specified below. The Subrecipient will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Subaward Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Subaward Discrepancy	Subrecipient's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					

*Use additional sheets if necessary

*Subrecipient's Authorized Representative Signature*_____
*Date Signed*Additional
Comments:

**ATTACHMENT 2
(PERFORMANCE REQUIREMENTS SUMMARY)**

The Performance Requirements Summary (PRS) Chart provides a listing of the minimum requirements that Subrecipient must adhere to, and it reflects the performances that will be monitored during the Subaward term. The PRS 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 Attachments), 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 and Attachments). 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 Attachments) and this Attachment 2, the terms and conditions of the Subaward and Exhibit A (Statement of Work and Attachments) will prevail in that order.

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

Performance Requirement

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

Remedy(ies) for Non-Compliance

For non-compliance with the AQL, County, at its sole discretion, has the option to apply the remedy(ies) listed and Subrecipient must adhere to the remedy(ies) as follows:

- 1) Corrective Action Plan, 2) Probation, 3) Suspend payment(s), 4) Suspend Subaward, 5) Liquidated damages, 6) Reduce and reallocate funds, 7) Terminate Subaward, and/or
- 8) Placement in County's Subrecipient Alert Reporting Database.

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Meals must meet a minimum one-third (1/3) of Dietary Reference Intakes.	Exhibit A (Statement of Work and Attachments), Section 10.1 (General ENP Requirements)	Each meal provided by Subrecipient must 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%
Provide ENP Services to the most Vulnerable and High-Risk Clients.	Exhibit A (Statement of Work and Attachments), Section 10.1.5 (Minimum Services for Vulnerable and High-Risk Clients)	By the end of the initial Fiscal Year, twenty one percent (21%) of Congregate Meal Clients will have been determined to have the greatest need and highest overall score through the use of the Universal Intake Form, Section 5 (Nutritional Risk Factors).	100%
		By the end of the initial Fiscal Year, 65% of Home-Delivered Meal Clients will have been determined to have the greatest need and highest overall score through the use of the Universal Intake Form, Section 5 (Nutritional Risk Factors).	100%
Conduct required Client Assessments.	Exhibit A (Statement of Work and Attachments), Section 10.2.4 (Client Assessment for Congregate Meal Services)	Assess the eligibility for all Congregate Meal Clients ten (10) business days before or after Service first begins. Enter Assessment data into Management Information System within two (2) weeks of the initial contact with the client.	100%
	Exhibit A (Statement of Work and Attachments), Section 10.3.3 (Client Assessment for Home-Delivered Meal Services)	Conduct in-home assessment of the needs for all Home-Delivered Meal Clients ten business days before or after Service first begins. Enter Assessment data into Management Information System within two (2) weeks of the initial contact with the client. In-Home Assessment also required for all potential Clients that require placement on the Home-Delivered Meal Services Waitlist.	100%
Conduct required Client Reassessments.	Exhibit A (Statement of Work and Attachments), Section 10.2.4.2 (Congregate Meal Reassessment Requirements)	Reassessment must be conducted annually for each Congregate Meal Client. A reassessment must be conducted and entered into the Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year, regardless of when the last assessment or reassessment was completed.	100%
	Exhibit A (Statement of Work and Attachments), Section 10.3.3.2 (Home-Delivered Meal Reassessment Requirements)	Reassessment must be conducted for every Home-Delivered Meal Client four (4) times per year on a quarterly basis (i.e., every three (3) months). A reassessment must be conducted and entered into the Management Information System during first quarter (July 1st to September 30) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year, regardless of when the last assessment or reassessment was completed.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Maintain current Home-Delivered Meals Waiting List	Exhibit A (Statement of Work and Attachments), Section 10.3.4 (Home-Delivered Meal Wait List Requirements)	Subrecipient must establish and maintain a monthly Home-Delivered Meal Waiting List in the Management Information System. Required completion of the Home-Delivered Meal Program Priority of Service Screening Tool to determine priority placement on the Home-Delivered Meal Waiting List.	100%
Provide Emergency Meals to all Home-Delivered Meal Services Clients.	Exhibit A (Statement of Work and Attachments), Section 10.4 (Emergency Meal Services Requirements for Home-Delivered Meal Clients);	Provide a minimum of three (3) shelf-stable meals, per fiscal year, to Home-Delivered Meal Clients sixty (60) years of age or older who are frail and homebound by reason of illness, disability, or isolation.	100%
Provide telephone reassurance to Home-Delivered Meal Clients.	Exhibit A (Statement of Work and Attachments), Section 10.5 (Telephone Reassurance Services Requirements for Home-Delivered Meal Clients)	Call every Home-Delivered Meal Client, age 60 or older, receiving Home-Delivered Frozen Meals once per week. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services.	100%
		Call every potential Home-Delivered Meal Client, age 60 or older, on Waiting List once per month. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services. All potential HDM clients are to be contacted regardless of time on wait list.	100%
Food Protection Manager/Food Handler Certificates must be current.	Exhibit A (Statement of Work and Attachments), Section 10.16 (Licenses and Certifications for Services)	Current certification as a Food Protection Manager by the National Restaurant Association -ServSafe® or other recognized organization. Subrecipient must ensure that required Employees attend ServSafe training and successfully pass examination. Subrecipient must absorb cost of training for Employees that fail examination and are required to take a remedial course.	100%
Voluntary Contributions	Exhibit A (Statement of Work and Attachments), Section 10.17 (Voluntary Contributions)	Subrecipient will develop and implement a method to enable Clients to contribute to the cost of the Program voluntarily, without coercion, and confidentially. Subrecipient must develop suggested contribution amount with input from Quality Assurance Committee and post near contribution container. Client must not be denied Services because of failure or inability to contribute.	100%
Grievance Process	Exhibit A (Statement of Work and Attachments), Section 10.18 (Grievance Process)	Subrecipient must develop, implement and maintain a formal procedure for the resolution of complaints from Clients or a Client's Responsible Other. The grievance process must be consistent with the procedures required in Paragraph 7400 of Title 22 of the California Code of Regulations.	100%
Collaborations	Exhibit A (Statement of Work and Attachments), Subparagraph 10.19 (Collaborations)	Subrecipient must form collaborations with County and City of Los Angeles, network of providers and other similar community organizations, Adult Protective Services agencies, law enforcement agencies, and legal services providers in order to ensure comprehensive and coordinated Service Delivery and to prevent unnecessary duplication of Services.	100%
Community Outreach	Exhibit A (Statement of Work and Attachments), Section 10.20 (Community Outreach)	Subrecipient must provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on available Services for potential Clients countywide. Subrecipient's outreach efforts must include, but are not limited to, distribution of information about Services to community members; developing referral sources among providers and community based organizations who work directly with target groups	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Customer Satisfaction Surveys	Exhibit A (Statement of Work and Attachments), Section 10.21 (Customer Satisfaction Surveys)	Subrecipient must conduct ongoing Customer Satisfaction Surveys with Clients for each fiscal year and retain 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 Clients.	100%
Emergency Disaster Plan	Exhibit A (Statement of Work and Attachments), Section 10.23 (Emergency an Disaster Preparedness)	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. The Emergency and Disaster Plan Basic Requirements (Attachment 5 of this Exhibit A) details the minimum requirements of the plan. Subrecipient must update the Emergency and Disaster Plan and submit it to County's Emergency Coordinator as indicated in Exhibit D (County's Administration) of the Subaward.	100%
Business Continuity Plan	Exhibit A (Statement of Work and Attachments), Section 10.23.10 (Business Continuity Plan)	Subrecipient must develop and have on file a written Business Continuity Plan (BCP) that describes how Subrecipient will reduce the adverse impact of any emergency event or disruption to normal Service delivery, as referenced in Section 10.23.10, 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 must make the BCP available to its Staff and any County-approved Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.	100%
Attend County meetings.	Exhibit A (Statement of Work and Attachments), Section 4.1 (Meetings)	Subrecipient must attend all meetings called by County or its authorized designee.	100%
Provide training to Subrecipient's staff.	Exhibit A (Statement of Work and Attachments), Section 6.7 (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%
		Implement a yearly internal staff training plan developed by the DASSP Subrecipient and approved by County.	100%
Adhere to the mandatory hours of operation.	Exhibit A (Statement of Work and Attachments), Section 7.0 (Hours/Days of Work)	Subrecipient's staff must be available to all Clients, potential Clients, referral sources, as well as County at a minimum during normal business hours - five (5) day-a-week (Monday through Friday), eight (8) hours per day for the hours of 8:00 a.m. to 5:00 p.m. (not including County recognized holidays).	100%
Comply with Integrated Pest Management ("IPM") requirements.	Exhibit A (Statement of Work and Attachments), Section 6.8.8 (Integrated Pest Management) and Section 10.13 (Central Kitchen/Caterer); Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual	Subrecipient must adhere to all Integrated Pest Management regulations/instructions in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Subrecipient must ensure that a pest control operator inspects the facility on a monthly basis. Subrecipient must keep written Pest Control Reports and weekly pest control activity logs on file and made available for review by County and DASSP Subrecipient.	90%
Congregate Meal site(s) is in compliance with the HACCP safety and sanitation standards outlined in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual and the requirements of the California Retail Food Code.	Exhibit A (Statement of Work and Attachments) Section 10.1.1 and Section 10.13; Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual	Subrecipient must provide Services that adhere to California Retail Food Code regulations. Subrecipient must ensure that the requirements of HACCP and quality assurance programs are enforced at all Congregate Meal Sites.	95%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Home-Delivered Meal route HACCP safety and sanitation standards are met and are in compliance with the requirements of the California Retail Code.	Exhibit A (Statement of Work and Attachments), Section 10.1.1, Section 10.13, Section 10.3.7 and Section 10.3.8; Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual	Subrecipient must provide Services that adhere to California Food Code regulations. Subrecipient must ensure that the requirements of HACCP and quality assurance programs are enforced at all central kitchens and caterer kitchens. Meals must be delivered to Client in a manner that that maintains appropriate temperatures and protects them from contamination and within timeframes specified in Exhibit A (Statement of Work and Attachments) and the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.	90%
Provide Program Services and expend Subaward Sums.	Subaward, Paragraph 3.0 (Work)	Subrecipient must provide at least 95% of Services and expend at least 95% of the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary Chart); Budget exhibits; and Mandated Program Services exhibits.	95%
Submit Budget(s) and Mandated Program Services documents by County's due date.	Subaward, Paragraph 3.0 (Work)	At County's request, Subrecipient must complete the Budget and Mandated Program Services documents and submit these documents by the due date as prescribed by County.	100%
Notify County in writing of any change in name or address of Subrecipient's Project Manager.	Subaward, Subparagraph 7.2 (Subrecipient's Project Manager)	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%
Maintain current insurance certifications, inspection reports, permits, licenses, etc. and submit to County prior to expiration.	Subaward, Subparagraphs 8.24 (General Provisions for all Insurance Coverage), 8.25 (Insurance Coverage) and 9.20.3 (Subaward Compliance Documents)	Maintain proof of all current and required insurance certifications for Subrecipient and any approved Lower Tier Subrecipient(s), inspection reports, permits and licenses.	100%
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%
Obtain prior approval before entering into Lower Tier Subaward(s).	Subaward, Subparagraph 8.40 (Lower Tier Subawards)	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%
Submit Closeout Reports within due date.	Subaward, Subparagraph 9.21.2 (Closeout Reporting Requirements)	The Closeout Report must 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.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Prepare and submit corrective action plan(s).	2 CFR 200.511 AD Directive CCD-18-03 (Resolution Procedures) AD Directive CCD-18-09 (Contractor Alert Reporting Database Procedures)	Submit a corrective action plan(s) at the direction of County and/or County's duly authorized representatives (including, but not limited to, Federal, State and other County agents) within the prescribed timeline.	100%
Prepare and submit audit engagement letter.	2 CFR 200.501 AD Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) AD Directive CCD-18-05 (Audit Requirements)	Submit the audit engagement letter for the single audit by the deadline directed by County.	100%
Prepare and submit cost allocation plan.	2 CFR 200.4 AD Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) AD Directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards)	Submit a cost allocation plan which adheres to the requirements outlined in AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for ADSubawards) within the prescribed timeline.	100%

ATTACHMENT 3
Community Focal Point List

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

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

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

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

Designated Community Focal Point	Address
Florence/Firestone Service Center (AD)	7807 South Compton Avenue Los Angeles, CA 90001
Gardena, City of	1670 West 162th Street Gardena, CA 90247
Glendale, City of : Adult Recreation Center / Sparr Heights Community Center	Site 1: 201 East Colorado Street Glendale, CA 91205 Site 2: 1613 Glencoe Way, Glendale, CA 91208
Grandparents As Parents, Inc. : Corporate Office / Edelman Court Caregiver Center	Site 1: 22048 Sherman Way #217 Canoga Park, CA 91303 Site 2: 201 Center Plaza Drive – 5 th Floor #422 Monterey Park, CA 91754
Human Services Association	6800 Florence Avenue Bell Gardens, CA 90201
Jewish Family Services: West Hollywood Comprehensive Service Center /Freda Mohr Multipurpose Center	Site 1: 7377 Santa Monica Boulevard West Hollywood, CA 90046 Site 2: 330 North Fairfax Avenue Los Angeles, CA 90036
Just Rite Community Program	17715 Chatsworth Street, Suite 210 Granada Hills, CA 91344
Long Beach Senior Center	1150 East 4 th Street Long Beach, CA 90802
Los Nietos Senior Center (AD)	11640 East Slauson Avenue Whittier, CA 90606
Norwalk, City of: Senior Center	14040 San Antonio Drive Norwalk, CA 90650
Office of Samoan Affairs	20715 South Avalon Boulevard, Suite# 200, Carson, CA 90746
Pomona, City of: Community Service Department	499 East Arrow Hwy Pomona, CA 91767
Potrero Heights Park Community and Senior Center (AD)	8051 Arroyo Drive Montebello, CA 90640

Designated Community Focal Point	Address
San Fernando, City of: Las Palmas Park	505 South Huntington Street San Fernando, CA 91340
San Gabriel Valley Service Center (AD)	1441 Santa Anita Avenue South El Monte, CA 91733
San Gabriel Valley YWCA	943 North Grand Avenue Covina, CA 91724
San Pedro Service Center (AD)	769 West Third Street San Pedro, CA 90731
Santa Anita Family Service	605 South Myrtle Avenue Monrovia, CA 91016
Santa Clarita Valley Committee on Aging	27180 Golden Valley Road Santa Clarita, CA 91351
Santa Clarita Valley Service Center (AD)	24271 Main Street Newhall, CA 91321
Senior Care Action Network (SCAN)	2501 Cherry Avenue Suite# 380 Signal Hill, CA 90755
South El Monte, City of: Senior Center	1556 Central Avenue South El Monte, CA 91733
Southeast Area Social Service Funding Authority	10400 Pioneer Boulevard Suite # 9 Santa Fe Springs, CA 90670
Special Services for Groups: Older Adult Division	515 Columbia Avenue #100 Los Angeles, CA 90017
Torrance, City of: Community Services Department, Bartlett Senior Center	1339 Post Avenue Torrance, CA 90501
Torrance South Bay Family YMCA	2900 West Sepulveda Boulevard Torrance, CA 90505
USC/LA Caregiver Resource Center	3715 McClintock Avenue Los Angeles, CA 90089
Watts Labor Community Action Committee: Bradley Multipurpose Center	10937 South Central Avenue Los Angeles, CA 90059
West Covina, City of	1444 West Garvey Avenue West Covina, CA 91793
WISE & Healthy Aging	1527 4 th Street, 2 nd Floor Santa Monica, CA 90401
Willowbrook Senior Center (AD)	12915 South Jarvis Avenue Los Angeles, CA 90401

Agency Name: _____ Client Name: _____ Date: _____



UNIVERSAL INTAKE FORM



Funding Identifier:

Title IIIB ☐ Title C1 ☐ Title C2 ☐ Title III E ☐ Title III E(G) ☐ Linkages ☐

IDENTIFICATION	1a	Applicant Last Name	First Name	Middle Name	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	
		Sex at birth ☐ Male ☐ Female ☐ Declined to State		Gender ☐ Male ☐ Female ☐ Transgender Female to Male ☐ Transgender Male to Female ☐ Genderqueer/ Gender Non-binary ☐ Not Listed Please Specify: _____ ☐ Declined to State	
		Sexual Orientation ☐ Straight/Heterosexual ☐ Bisexual ☐ Gay/Lesbian/Same Gender-Loving ☐ Questioning/Unsure ☐ Not Listed – Please Specify: _____ ☐ Declined to State			
		Veteran ☐ Yes ☐ No ☐ Declined to State		☐ Spouse ☐ Legal Partner ☐ Parent ☐ Child of a Person ☐ Active Military Personnel ☐ Declined to State	
		☐ Client consents to this agency and the California Department of Aging transmitting Client's name, email address, mailing address, and mobile telephone number to the California Department of Veterans Affairs (CalVet) only for the purpose of receiving additional information on veterans benefits for which Client may be eligible. Client understands that this consent is valid for 12 months.			
		Contact the CalVet to determine eligibility for services and supports at www.calvet.ca.gov or 1-800-952-5626.			
		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 ☐ 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			

1b Cont.	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 ☐ Alone ☐ Not Alone ☐ Declined to State		Federal Poverty Guideline (FPG) Is your income ☐ At or below 100% FPG ☐ Above 100% FPG ☐ Declined to State						
	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 Name			
	Address (<i>Number/Street</i>)			City		State		Zip Code	
	Home Phone		Work Phone		Cell Phone		Relationship		
	Contact Name (<i>Last, First, Middle Initial</i>) – <i>Optional</i>								
	Address (<i>Number/Street</i>)			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:					
NUTRITIONAL RISK FACTORS	5	NUTRITIONAL RISK FACTORS (Add the numbers from each checked box to determine Nutrition Risk Score, if total is 6 or more, participant is at High Nutritional Risk)			
	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 do not 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		Client is High Risk: ☐ Yes ☐ No ☐ Decline to State		

ADL/IADL RISK FACTORS & DISABILITY FACTORS	6	ACTIVITIES OF DAILY LIVING (ADL)/INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS & DISABILITY FACTORS <i>(Excluding Title III E Caregiver Program)</i>					
	Activities of Daily Living (ADL)						
		Independent	Verbal Assistance	Some Human Help	Lots of Human Help	Dependent	Declined to State
	Eating	☐	☐	☐	☐	☐	☐
	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					

TITLE IIIIE CARE RECEIVER CAREGIVERS' DEMOGRAPHICS	7	TITLE IIIIE CARE RECEIVER / CAREGIVER DEMOGRAPHICS <i>Please make additional copies of Section 7 & 8 if more than one Care Receiver</i>			
	Caregiver Relationship:		☐ Husband ☐ Wife ☐ Domestic Partner ☐ Son/Son-in-Law ☐ Daughter/Daughter-in-Law ☐ Grandparent ☐ Other Relative ☐ Sister ☐ Brother ☐ Parent/Parent-in-Law ☐ Non-Relative ☐ Declined to State		
	Care Receiver Last Name		First Name		Middle Name
	Care Receiver GetCare ID #				
	Address (Number & Street)		City		State Zip Code
	Rural Designation ☐ Rural ☐ Urban ☐ Declined to State		Unincorporated City ☐ 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 ☐ 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 ☐ Declined to State				
	Ethnicity ☐ Not Hispanic/Latino ☐ Hispanic/Latino ☐ Declined to State				
	Relationship Status ☐ Single (<i>Never Married</i>) ☐ 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		Living Arrangement ☐ Alone ☐ Not Alone ☐ Declined to State
Receive In-Home Supportive Services (<i>IHSS</i>)? ☐ Yes ☐ No ☐ Declined to State		Federal Poverty Guideline (FPG) Is your Care Receiver income ☐ At or below 100% FPG ☐ Above 100% FPG ☐ Declined to State			
Have Health Insurance? ☐ Yes ☐ No ☐ Declined to State	Receive Medicare? ☐ Yes ☐ No ☐ Declined to State	Receive Social Security? ☐ Yes ☐ No ☐ Declined to State	Receive Medi-Cal? ☐ Yes ☐ No ☐ Declined to State		

TITLE IIIIE CARE RECEIVER ADL/IADL RISK FACTORS & DISABILITY FACTORS	8	TITLE IIIIE CARE RECEIVER ACTIVITIES OF DAILY LIVING (ADL)/ INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS & DISABILITY FACTORS					
	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					

CERTIFICATION	9	CERTIFICATION <i>(To be completed by Interviewer and signed by Client)</i>	
	<i>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.</i>		
	Completed by (<i>Print Name</i>)		Phone
	Signature		Date
	Client Name (<i>Print</i>)		
		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.			

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
<i>Who needs to know</i>	<i>How will the message be communicated</i>	<i>What message do you want to convey to them</i>	<i>When do they need to know or what is the date/time for the information</i>	<i>Where are the areas affected, providers affected, geographic area, locations of services</i>	<i>Why do they need this information</i>
Service Providers	Telephone, email, cellular phone	Location of elderly and disabled shelter locations	Dates shelters are expected to be in operation	Address and contact information for shelters	Regular shelters are not available for special needs victims

ATTACHMENT 6 SITE EMERGENCY RESOURCE SURVEY

Organization Name: _____

Organization Address: _____

Organization Emergency Coordinator's Name: _____

Organization Emergency Coordinator's Phone Number: _____

After Hours or Cell Phone Number: _____

Organization Emergency Coordinator Email Address: _____

1. Given the need to shelter people (especially older individuals and individuals with disabilities) in the community following a major disaster, could your facility provide temporary shelter space for one or two days?

____ Yes ____ No ____ Maybe (w/ training & support)

If different from the address listed above, please attach the address of each facility to this survey.

2. If you answered "Yes," to question number 1, how many people can you accommodate? (Please check your best estimate)

____ 1 to 25 ____ 26 to 50 ____ 51 to 75

____ 76 to 100 ____ 101 or more (please specify: ____)

3. In an emergency or disaster, what resources (or supplemental services) could your organization provide? Check all that apply.

____ Counseling Services	____ Emergency Power/Generator
____ Temporary Housing	____ Emergency First Aid
____ Home/Neighborhood Cleanup	____ Volunteers
____ Site for Food/Water	____ Kitchen/Cooking Facilities
____ Storage Distribution	____ Other (please indicate below):

4. Following a major emergency or disaster, could your facility assist in transporting older individuals and individuals with disabilities to disaster services?

___ Yes (assuming the resources are not in use)

___ No

If you responded "Yes", what transportation resources does your organization have? Please enter quantity of potentially available transportation resources.

___ Passenger Sedan(s)

___ Vans (Passenger or Cargo)

___ Trucks (Including Pickups)

___ Vans with Wheelchair Lifts

___ Other (please indicate below):

5. Please indicate the support that your organization could provide with language translation, including sign language, at disaster service centers. List languages (other than English):

6. Given the community that your organization serves, would you be able to help in assessing the needs of older individuals in that community or neighborhood following an emergency or disaster?

___ Yes

___ No

___ Maybe (depending on resources at the time)

Please indicate the names of the areas, neighborhoods, or communities where you would be able to assess the needs of older individuals?

For organizations that provide meal services:

1. Please indicate the type of meal services that your organization provides. Check all that apply.

_____ Congregate Meals _____ Home-delivered Meals

2. Given your resources, could your organization expand meal services following an emergency or disaster to meet the needs in the community?

_____ Yes _____ No

If yes, provide the following information for each site that will be able to have expanded meal services:

Site Name: _____

Site Address: _____

Site Number: _____

Site Emergency Coordinator Name: _____

Site Emergency Coordinator After Hours or Cell Phone Number: _____

Site Emergency Coordinator E-mail: _____

After completing this survey, please send an electronic copy to Michael Gavigan, AAA Emergency Coordinator, at magavigan@ad.lacounty.gov

**It is the responsibility of the AAA Contractor to contact the AAA Emergency Coordinator or designee if there are any changes to the survey. An updated and completed survey must be provided.*

ATTACHMENT 7 (SITE SUMMARY)

Program Services:	TITLE III C-1 PROGRAM SERVICES (CONGREGATE MEAL SERVICES)
Fiscal Year:	2025-26
Subaward Number:	ENP252607
Subrecipient's Legal Name:	City of Pomona

499 E Arrow Hwy	Pomona	CA	91767
Main Administrative Office Address	City	State	Zip Code

PO Box 660	Pomona	Ca	91767
Mailing Address (if different from above)	City	State	Zip Code

Mr./Ms.	Anita Gutierrez	City Manager	909-62-3211	2052	anita.gutierrez@pomona.gov
Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address

Mr./Ms.	Adrian Valdez/Aura Lopez	Coordinator	909-620-2056	2056	n.valdez@pomona.gov/aura.lopez@pomona.gov
Prefix	Primary/Secondary Contact for Program	Job Title	Phone Number	Ext.	E-Mail Address

[illegible]

Note 1: Use the following information to complete this section:

Note 2: Enter the days and hours of operation during which the site is open for business.

Note 3: Enter the days and hours during which the site serves meals for breakfast. If the site does not provide breakfast then enter "Not Applicable" or "N/A".

Note 4: Enter the days and hours during which the site serves meals for lunch. If the site does not provide lunch then enter "Not Applicable" or "N/A".

Note 5: Enter the days and hours during which the site serves meals for dinner. If the site does not provide dinner then enter "Not Applicable" or "N/A".



SUBRECIPIENT: _____ **STAFF/VOLUNTEER:** _____ **MONTH:** _____

[illegible]



HOME-DELIVERED MEAL PROGRAM PRIORITY OF SERVICE SCREENING TOOL



Direction: Please use the tool below to determine priority of service for Home-Delivered Meals (HDM) Clients. Existing Clients must be reassessed in-home every six (6) months. HDM Waiting List Clients must be reassessed on a monthly basis by phone and in-home during the 3rd and 9th month of initial assessment.

CLIENT: _____ PHONE: _____

OTHER CONTACT: _____ PHONE: _____

RELATIONSHIP TO CLIENT: _____

CLIENT STATUS: ☐ Active Client ☐ On HDM Waiting List

TOOL SECTION	UIF SECTION	RISK FACTOR	POINTS
A	1	Living Arrangements	
		Client lives alone without help – 3 pts.	
		Client lives with others without help – 2 pts.	
		Client lives with others with help – 1 pt.	
		Client lives alone with help 4 hours/day or less – 1 pt.	
B	1	Client's income is at or below 100% FPG – 1pt.	
C	3	Client is on SSI – 1 pt.	
D	5	Nutritional Risk Factors (total nutritional risk score on UIF)	
E	6	ADL Risk Factors (1 pt. each activity requiring assistance, 6 pts. max.)	
F	6	IADL Risk Factors (1 pt. each activity requiring assistance, 6 pts. max.)	
G	6	Disability Factors	
		Visually impaired – 1 pt.	
		Hearing impaired 1 pt.	
		Speech impaired- 1 pt.	
		Physical impairment – 1 pt.	
		Client uses walking aids- 1 pt.	
		Client is in wheelchair – 2 pts.	
		Client is bedbound – 3 pts	
		Memory impaired – 1 pt.	
		Depression – 1 pt.	
		Cognitively impaired – 2 pts.	
H	6	Client was recently discharged from the hospital – 2 pts.	
		<i>Hospital:</i>	
		<i>Date of Discharge:</i> _____ <i>Date to Stop Service:</i> _____	
I		TOTAL SCORE:	

In case of HDM Waiting Lists, clients with greatest need (priority rate 1) are served first.

PRIORITY RATE (Check one that applies)		TOTAL SCORE
☐ 1	High	10+
☐ 2	Average	6-9
☐ 3	Low	Less than 6

Completed by: _____

Date: _____

Method of Assessments (Check One): ☐ In-Home Assessment

☐ Telephone



HOME-DELIVERED MEAL PROGRAM PRIORITY OF SERVICE SCREENING TOOL INSTRUCTIONS



PURPOSE

All HDM Clients and Clients on the HDM Waiting List must be assessed by using the HDM Program Priority of Service Screening Tool to prioritize HDM Clients with the greatest critical needs. The initial screening establishes a weight factor to determine priority placement on the HDM Waiting List.

PROCEDURES

Each Section must be given a value which corresponds to point value established on the Universal Intake Form (UIF).

SECTION A: LIVING ARRANGEMENTS

Refer to the UIF Section number 1, Client Demographics, and Standard Operating Procedures (SOP) HDM Client In-Home Assessment (HDM-3), under Client, item number 4.

SECTION B: CLIENT'S INCOME IS BELOW 100% FPG

Refer to the UIF Section number 1, Client Demographics.

SECTION C: CLIENT IS ON SSI

Refer to the UIF Section number 3, Benefits.

SECTION D: NUTRITIONAL RISK FACTORS

Refer to the UIF Section number 5, Nutritional Risk.

SECTION E: ACTIVITIES OF DAILY LIVING (ADL) RISK FACTORS

Refer to the UIF Section number 6, Activities of Daily Living (ADL).

SECTION F: INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL) RISK FACTORS

Refer to the UIF Section number 6, Instrumental Activities of Daily Living (IADL).

SECTION G: DISABILITY FACTORS

Refer to UIF Section number 6, ADL/IADL Risk Factors and Disability Factors.

SECTION H: CLIENT WAS RECENTLY DISCHARGED FROM THE HOSPITAL:

Refer to the SOP: Physician Certification of Need (Form HDM-23), the HDM Client In-Home Assessment (Form HDM-24), Telephone Reassurance Calls Script (Form HDM-26), and HDM Telephone Reassurance Call Log (Form HDM-27).

SECTION I: TOTAL SCORE

Add Points to each Section.

PRIORITY RATE

Check one box for the Priority Rate that corresponds to the total score. The priority of service will be given to the Clients with the highest total score.

SIGNATURE AND DATE

The staff that completes the form must sign, date, and check the method of the assessment in the box that applies.

EXHIBIT B1.1 (BUDGET)

ALL COSTS REPORTED ON THIS BUDGET MUST BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services: CONGREGATE MEAL SERVICES
 Fiscal Year: 2025-2026
 Funding Type: Older Americans Act Title III C-1
 Los Angeles County Region: Select Region
 Supervisorial District: One (1)
 Subaward Number: ENP252607
 Amendment Number: N/A Modification Number: N/A
 Subrecipient's Legal Name: City of Pomona

505 S Garey Ave Pomona Ca 91766
 Main Administrative Office Address City State Zip Code

P.O Box 660 Pomona CA 91767
 Mailing Address (if different from above) City State Zip Code

Ms. Anita Scott City Manager 99-620-2311 2052 anita.scott@pomonaca.gov
 Prefix Authorized Representative Job Title Phone Number Ext. E-Mail Address

Mr. Mike Osoff Community Services Manager 909-620-2039 2039 mike.osoff@pomonaca.gov
 Prefix Project Manager Job Title Phone Number Ext. E-Mail Address

Ms. Stephanie Carbajal Management Analyst 909-620-2005 2005 stephanie.carbajal@pomonaca.gov
 Prefix Budget Analyst Job Title Phone Number Ext. E-Mail Address

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)		SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING (B+C+D+E)	(G) UNIT RATE		
			(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY1	(2) SF	(3) TOTAL FUNDING
			(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH				
All Congregate Meals	\$ 384,500	N/A	\$ 110,004	[Enter]	[Enter]	[Enter]	\$ 39,107	\$ 533,611	\$ 10.10	\$ 3.92	\$ 14.02
Equipment (Purchases) (4)	[Enter]	N/A	[Enter]		[Enter]			\$ -			
Equipment (Other) (5)				[Enter]		[Enter]		\$ -			
Grand Total (6)	\$ 384,500	\$ -	\$ 110,004	\$ -	\$ -	\$ -	\$ 39,107	\$ 533,611			

COUNTY USE ONLY

Assigned Program Analyst:	Jorge Pena	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Lynn Tran		
Budget Reviewed and Approved by:	Lynn Tran	Date:	9/30/2025

NOTE:

(1) The SSY1 for each Service Category must match the SSY1 Cash Other reflected in Exhibit C1.1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(2) The SF for each Service Category must match the SF reflected in Exhibit C1.1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(3) The minimum required total mach is twelve percent (12%) of SSY1.

(4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF must match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit C1.1 (Mandated Program Services), Section I (Units of Service Summary).

(5) Funding Amount for Equipment (Other) reflected as SF must match the Equipment (Other) Funding Amount reflected in Exhibit C1.1 (Mandated Program Services), Section I (Units of Service Summary).

(6) Grand Total Funding Amount under Column (F) Total Funding Amount must match Grand Total Funding Amount reflected in Exhibit C1.1 (Mandated Program Services), Section I (Units of Service Summary), Column (E) Funding Amount.

Program Services:	CONGREGATE MEAL SERVICES		ATTACHMENT NO. 2
Fiscal Year:	2025-2026		
Funding Type:	Older Americans Act Title III C-1		
Los Angeles County Region:	Select Region		
Subaward Number:	ENP252607		
Amendment Number:	N/A	Modification Number:	N/A
Subrecipient's Legal Name:	City of Pomona		

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E)	(F) SSY1	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
				(B*C*D)		(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Community Service Manager-Project Manager	2%	\$ 20,834	12	\$ 5,000		\$ 5,000					\$ 5,000	\$0
Recreation Supervisor	10%	\$ 9,211	12	\$ 11,053		\$ -				\$ 11,053	\$ 11,053	\$0
Recreation Coordinator	20%	\$ 6,482	12	\$ 15,556		\$ 15,556				\$ -	\$ 15,556	\$0
Community Service Specialist III	100%	\$ 2,042	12	\$ 24,510		\$ 24,510					\$ 24,510	\$0
Site Manager-Community Service Specialist II	100%	\$ 1,833	12	\$ 22,000		\$ 22,000					\$ 22,000	\$0
Site Manager-Community Service Specialist II	100%	\$ 1,850	12	\$ 22,200		\$ 22,200					\$ 22,200	\$0
Community Service Specialist I	100%	\$ 1,292	12	\$ 15,500		\$ 15,500					\$ 15,500	\$0
Community Service Specialist I	100%	\$ 1,750	12	\$ 21,000	\$ 21,000	\$ -				\$ -	\$ 21,000	\$0
Community Service Specialist I	100%	\$ 1,750	12	\$ 21,000	\$ 21,000	\$ -					\$ 21,000	\$0
Community Service Specialist I	100%	\$ 1,675	12	\$ 20,100	\$ 20,100	\$ -					\$ 20,100	\$0
Office Assitant I	100%	\$ 2,000	12	\$ 24,000	\$ 24,000	\$ -					\$ 24,000	\$0
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				\$ 201,919	\$ 86,100	\$ 104,766	\$ -	\$ -	\$ -	\$ 11,053	\$ 201,919	\$0
Taxes	[Enter Rate]				(3)	(3)	(3)	(3)	(3)	(3)		
Benefits	5.00%			\$ 10,096	\$ 4,305	\$ 5,238	(4)	(4)	(4)	\$ 553	\$ 10,096	\$0
TOTAL DIRECT PERSONNEL				\$ 212,014	\$ 90,405	\$ 110,004	\$ -	\$ -	\$ -	\$ 11,606	\$ 212,015	\$0
INDIRECT												
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL				\$ 212,014	\$ 90,405	\$ 110,004	\$ -	\$ -	\$ -	\$ 11,606	\$ 212,015	\$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work and Attachments). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work and Attachments) and the payroll title (e.g., Project Director/Recreation Director).

(2): If an individual's time is allocated to multiple Program Services, that individual's time must not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

ATTACHMENT NO. 2

Fiscal Year: 2025-2026

Funding Type: Older Americans Act Title III C-1

Los Angeles County Region: Select Region

Subaward Number: ENP252607

Amendment Number: N/A

Modification Number: N/A

Subrecipient's Legal Name: City of Pomona

II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF		(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)	
						(G) MATCH (1)	(H) NON-MATCH			
						(1) IN-KIND	(1) IN-KIND			
DIRECT										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
TOTAL DIRECT VOLUNTEERS						\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT										
Indirect Costs (Volunteers)					[Complete as needed]	[Complete as needed]	[Complete as needed]			
GRAND TOTAL										
GRAND TOTAL VOLUNTEERS						\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match must not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

Program Services:	<u>CONGREGATE MEAL SERVICES</u>	ATTACHMENT NO. 2
Fiscal Year:	<u>2025-2026</u>	
Funding Type:	<u>Older Americans Act Title III C-1</u>	
Los Angeles County Region:	<u>Select Region</u>	
Subaward Number:	<u>ENP252607</u>	
Amendment Number:	<u>N/A</u>	Modification Number: <u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>	

III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E)	(F) SSY1	SF					(J)	(K)
				TOTAL COSTS		(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	TOTAL FUNDING	VARIANCE
				(B*C*D)	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1) Effective January 1, 2025, County's approved mileage rate is \$0.66 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:

CONGREGATE MEAL SERVICES

ATTACHMENT NO. 2

Fiscal Year:

2025-2026

Funding Type:

Older Americans Act Title III C-1

Subaward Number:

ENP252607

Amendment Number:

N/A

Modification Number:

N/A

Subrecipient's Legal Name:

City of Pomona

IV. BUDGET DETAIL - SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD

(A) LOWER TIER SUBRECIPIENT'S/SUBCONTRACTOR(S) NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SSY1		SF					(K) TOTAL FUNDING (G+H+I+J)	(L) VARIANCE (F - K)
								(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
					(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH			
DIRECT														
Trio Community Meals	All Congregate Meals	\$ 4.91	4,991	12	\$ 294,095	\$ 294,095							\$ 294,095	\$0
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
TOTAL DIRECT LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					\$ 294,095	\$ 294,095	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294,095	\$0
INDIRECT														
Indirect Costs (Lower Tier Subaward(s)/Subcontract(s) for Catered Food)						(2)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?														
GRAND TOTAL														
GRAND TOTAL LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					\$ 294,095	\$ 294,095	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294,095	\$0

NOTE:

(1): Use this Budget Detail to report Lower Tier Subaward(s)/Subcontract(s) with caterers by entering the name of the caterer. The information provided herein must be included in Exhibit T (List of Lower Tier Subawards). Subrecipient must obtain prior written approval from County before executing Subaward(s).

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column G (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	CONGREGATE MEAL SERVICES	ATTACHMENT NO. 2
Fiscal Year:	2025-2026	
Funding Type:	Older Americans Act Title III C-1	
Los Angeles County Region:	Select Region	
Subaward Number:	ENP252607	
Amendment Number:	N/A	Modification Number: N/A
Subrecipient's Legal Name:	City of Pomona	

V. 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) SSY1		SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
							(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
All Congregate Meals													
TOTAL DIRECT RAW FOOD				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT													
Indirect Costs (Raw Food)					(1)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?													
GRAND TOTAL													
GRAND TOTAL RAW FOOD				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:
 (1): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	<u>CONGREGATE MEAL SERVICES</u>	ATTACHMENT NO. 2
Fiscal Year:	<u>2025-2026</u>	
Funding Type:	<u>Older Americans Act Title III C-1</u>	
Los Angeles County Region:	<u>Select Region</u>	
Subaward Number:	<u>ENP252607</u>	
Amendment Number:	<u>N/A</u>	Modification Number: <u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>	

VI. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds \$2.00 per square foot, that will be supported by the SSY1.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	CONGREGATE MEAL SERVICES	ATTACHMENT NO. 2
Fiscal Year:	2025-2026	
Funding Type:	Older Americans Act Title III C-1	
Los Angeles County Region:	Select Region	
Subaward Number:	ENP252607	
Amendment Number:	N/A	Modification Number: N/A
Subrecipient's Legal Name:	City of Pomona	

VII. BUDGET DETAIL - EQUIPMENT

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS (C*D)	(F) SSY1 (1) CASH OTHER	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
GRAND TOTAL												
TOTAL DIRECT EQUIPMENT				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drive and portable hard drives), and/or when Subrecipient will use \$500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using CSY2 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) CSY2 shall match the total equipment amount reflected in the Mandated Program Services Section I (Service Unit Summary).

(2) Purchase includes any equipment that Subrecipient intends to purchase. Subrecipient must report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient must report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: CONGREGATE MEAL SERVICES

ATTACHMENT NO. 2

Fiscal Year: 2025-2026

Funding Type: Older Americans Act Title III C-1

Los Angeles County Region: Select Region

Supervisory District: One (1)

Subaward Number: ENP252607

Amendment Number: N/A

Modification Number: N/A

Subrecipient's Legal Name: City of Pomona

VIII. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E)	(F) SSY1	SF					(J) TOTAL FUNDING	(K) VARIANCE
				TOTAL COSTS		(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
				(B*C*D)	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)
DIRECT												
Publication and Printing (2 CFR 200.461 & 45 CFR 75.461)	\$ 916.67	1	3	\$ 2,750						\$ 2,750	\$ 2,750	\$0
Travel (Mileage) (2 CFR 200.474 & 45 CFR 75.474) (4)	\$ 0.66	101	12	\$ 800						\$ 800	\$ 800	\$0
Memberships, Subscriptions and Professional Activities (2 CFR 200.454 & 45 CFR 75.454)	\$ 800.00	2	1	\$ 1,600						\$ 1,600	\$ 1,600	\$0
Materials and Supplies (2 CFR 200.453 & 45 CFR 75.453)	\$ 166.67	1	12	\$ 2,000						\$ 2,000	\$ 2,000	\$0
Materials and Supplies (2 CFR 200.453 & 45 CFR 75.453)	\$ 708.33	1	12	\$ 8,500						\$ 8,500	\$ 8,500	\$0
Professional Services (2 CFR 200.459 & 45 CFR 75.459)	\$ 83.33	1	12	\$ 1,000						\$ 1,000	\$ 1,000	\$0
Maintenance and Repairs (2 CFR 200.452 & 45 CFR 75.452)	\$ 487.58	1	12	\$ 5,851						\$ 5,851	\$ 5,851	\$0
Materials and Supplies (2 CFR 200.453 & 45 CFR 75.453)	\$ 50.00	100	1	\$ 5,000						\$ 5,000	\$ 5,000	\$0
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF					(J) ATTACHMENT NO. 2 FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
TOTAL DIRECT OTHER COSTS				\$ 27,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,501	\$ 27,501	\$0
INDIRECT												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				\$ 27,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,501	\$ 27,501	\$0

NOTE:

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.

(2): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Conferences.

(3): Subrecipient must provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.

(4): Effective January 1, 2025, County's approved mileage rate is \$0.66 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(5): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Travel (Other) review.

(7): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	CONGREGATE MEAL SERVICES		ATTACHMENT NO. 2
Fiscal Year:	<u>2025-2026</u>		
Funding Type:	<u>Older Americans Act Title III C-1</u>		
Los Angeles County Region:	<u>Select Region</u>		
Subaward Number:	<u>ENP252607</u>		
Amendment Number:	<u>N/A</u>	Modification Number:	<u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>		

IX. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1)	(C) FUNDING CATEGORIES			(D) FUNDING (1)		
			(1) Total Budgeted Costs				(1) Total Budgeted Costs		
DIRECT									
1	Personnel	Cash Other (SSY1)	\$ 90,405	1	SSY1	Cash Other (SSY1)	\$ 384,500		
		Cash (SF)	\$ 121,610			Cash NSIP (SSY1)	\$ -		
		In-Kind (SF)	\$ -						
2	Volunteers	In-Kind (SF)	\$ -						
3	Volunteer Expenses	Cash Other (SSY1)	\$ -					Subtotal	\$ 384,500
		Cash (SF)	\$ -						
		In-Kind (SF)	\$ -						
4	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	Cash Other (SSY1)	\$ 294,095	2	Match	Cash (SF)	\$ 110,004		
		Cash NSIP (SSY1)	\$ -			In-Kind (SF)	\$ -		
		Cash (SF)	\$ -						
		In-Kind (SF)	\$ -						
5	Raw Food	Cash Other (SSY1)	\$ -	3	Non-Match	Cash (SF)	\$ -		
		Cash NSIP (SSY1)	\$ -						
		Cash (SF)	\$ -						
		In-Kind (SF)	\$ -						
6	Space	Cash Other (SSY1)	\$ -					In-Kind (SF)	\$ -
		Cash (SF)	\$ -						
		In-Kind (SF)	\$ -						
7	Equipment	Cash Other (SSY1)	\$ -	4	Program Income	Cash (SF)	\$ 39,107		
		Cash (SF)	\$ -						
		In-Kind (SF)	\$ -						
8	Other Costs	Cash Other (SSY1)	\$ -						
		Cash (SF)	\$ 27,501						
		In-Kind (SF)	\$ -						
9	Subtotal Direct Costs	Cash Other (SSY1)	\$ 384,500	5	Subtotal Funding for Direct Costs	Cash Other (SSY1)	\$ 384,500		
		Cash NSIP (SSY1)	\$ -			Cash NSIP (SSY1)	\$ -		
		Cash (SF)	\$ 149,111			Cash (SF)	\$ 149,111		
		In-Kind (SF)	\$ -			In-Kind (SF)	\$ -		
Variance (Costs-Funding)		Cash							
		In-Kind							

IX. BUDGET SUMMARY

ATTACHMENT NO. 2

(A) COST CATEGORIES				(B) COSTS (1)		(C) FUNDING CATEGORIES		ATTACHMENT NO. (D) FUNDING (1)											
				(1) Total Budgeted Costs				(1) Total Budgeted Costs											
INDIRECT																			
10	Personnel	Cash Other (SSY1)	\$	-	6	SSY1	Cash Other (SSY1)	\$	-										
		Cash (SF)	\$	-															
		In-Kind (SF)	\$	-															
11	Volunteers	In-Kind (SF)	\$	-						7	Match								
		Cash Other (SSY1)	\$	-															
		Cash (SF)	\$	-															
12	Volunteer Expenses	In-Kind (SF)	\$	-											8	Non-Match			
		Cash Other (SSY1)	\$	-															
		Cash (SF)	\$	-															
13	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	In-Kind (SF)	\$	-	9	Program Income													
		Cash Other (SSY1)	\$	-															
		Cash (SF)	\$	-															
14	Raw Food	In-Kind (SF)	\$	-						10	Subtotal Funding for Indirect Costs	Cash Other (SSY1)	\$	-					
		Cash Other (SSY1)	\$	-															
		Cash (SF)	\$	-															
15	Space	In-Kind (SF)	\$	-											11	Total Funding	Cash NSIP (SSY1)	\$	-
		Cash Other (SSY1)	\$	-															
		Cash (SF)	\$	-															
16	Other Costs	In-Kind (SF)	\$	-	12	GRAND TOTAL FUNDING	Cash (SF)	\$	149,111										
		Cash Other (SSY1)	\$	-															
		Cash (SF)	\$	-															
17	Subtotal Indirect Costs	In-Kind (SF)	\$	-						13	GRAND TOTAL COSTS								
		Cash Other (SSY1)	\$	-															
		Cash (SF)	\$	-															
Variance (Costs-Funding)		Cash																	
		In-Kind																	
GRAND TOTAL																			
20	Total Costs	Cash Other (SSY1)	\$	384,500	11	Total Funding	Cash Other (SSY1)	\$	384,500										
		Cash NSIP (SSY1)	\$	-			Cash NSIP (SSY1)	\$	-										
		Cash (SF)	\$	149,111			Cash (SF)	\$	149,111										
		In-Kind (SF)	\$	-			In-Kind (SF)	\$	-										
21	GRAND TOTAL COSTS		\$	533,611	12	GRAND TOTAL FUNDING		\$	533,611										
Variance (Costs-Funding)				\$0															
Subrecpiemt meets minimum match requirement.				Match Met															

NOTE:

(1): Costs and Funding must match.

EXHIBIT B1.2 (BUDGET)

ALL COSTS REPORTED ON THIS BUDGET MUST BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services: CONGREGATE MEAL SERVICES
 Fiscal Year: 2025-2026
 Funding Type: Modernizing Older Californians Act (MOCA)
 Los Angeles County Region: N/A
 Supervisorial District: One (1)
 Subaward Number: ENP252607
 Amendment Number: N/A Modification Number: N/A
 Subrecipient's Legal Name: City of Pomona

505 S Garey Ave Pomona CA 91766
 Main Administrative Office Address City State Zip Code

P.O. Box 660 Pomona CA 91769
 Mailing Address (if different from above) City State Zip Code

Ms. Anita Scott City Manager [Enter Number] 2052 anita.scott@pomonaca.gov
 Prefix Authorized Representative Job Title Phone Number Ext. E-Mail Address

Mr. Mike Osoff Community Service Manager 909-620-2039 2039 mike.osoff@pomonaca.gov
 Prefix Project Manager Job Title Phone Number Ext. E-Mail Address

Ms. Stephanie Carbajal Management Analyst 909-620-2005 2005 stephani.carbajal@pomonaca.gov
 Prefix Budget Analyst Job Title Phone Number Ext. E-Mail Address

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)		SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING	(G) UNIT RATE		
			(C) OPTIONAL MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY1	(2) SF	(3) TOTAL FUNDING
	(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)			
All Congregate Meals	\$ 78,000	N/A	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	\$ 78,000	\$ 10.10	[Enter]	\$ 10.10
Equipment (Purchases) (4)	[Enter]	N/A	[Enter]		[Enter]			\$ -			
Equipment (Other) (5)				[Enter]		[Enter]		\$ -			
Grand Total (6)	\$ 78,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,000			

COUNTY USE ONLY

Assigned Program Analyst:	Jorge Pena	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Lynn Tran		
Budget Reviewed and Approved by:	Lynn Tran	Date:	9/30/2025

NOTE:

(1) The SSY1 for each Service Category must match the SSY1 Cash Other reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(2) The SF for each Service Category must match the SF reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(3) Match is optional and is not required for MOCA funding.

(4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF must match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary).

(5) Funding Amount for Equipment (Other) reflected as SF must match the Equipment (Other) Funding Amount reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary).

(6) Grand Total Funding Amount under Column (F) Total Funding Amount must match Grand Total Funding Amount reflected in Exhibit C1.2 (Mandated Program Services), Section I (Units of Service Summary), Column (E) Funding Amount.

Program Services:

CONGREGATE MEAL SERVICES

ATTACHMENT NO. 2

Fiscal Year:

2025-2026

Funding Type:

Modernizing Older Californians Act (MOCA)

Los Angeles County Region:

N/A

Supervisory District:

One (1)

Subaward Number:

ENP252607

Amendment Number:

N/A

Modification Number:

N/A

Subrecipient's Legal Name:

City of Pomona

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF						(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME			
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH			
DIRECT													
See Exhibit "B1.1"													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													
[Enter title]													

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT												
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	\$ -	
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work and Attachments). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work and Attachments) and the payroll title (e.g., Project Director/Recreation Director).

(2): If an individual's time is allocated to multiple Program Services, that individual's time must not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	<u>CONGREGATE MEAL SERVICES</u>	ATTACHMENT NO. 2
Fiscal Year:	<u>2025-2026</u>	
Funding Type:	<u>Modernizing Older Californians Act (MOCA)</u>	
Los Angeles County Region:	<u>N/A</u>	
Supervisory District:	<u>One (1)</u>	
Subaward Number:	<u>ENP252607</u>	
Amendment Number:	<u>N/A</u>	Modification Number: <u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>	

II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF		(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)	
						(G) MATCH (1)	(H) NON-MATCH			
						(1) IN-KIND	(1) IN-KIND			
DIRECT										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
TOTAL DIRECT VOLUNTEERS						\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT										
Indirect Costs (Volunteers)					[Complete as needed]	[Complete as needed]	[Complete as needed]			
GRAND TOTAL										
GRAND TOTAL VOLUNTEERS						\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match must not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

Program Services:	<u>CONGREGATE MEAL SERVICES</u>	ATTACHMENT NO. 2
Fiscal Year:	<u>2025-2026</u>	
Funding Type:	<u>Modernizing Older Californians Act (MOCA)</u>	
Los Angeles County Region:	<u>N/A</u>	
Supervisory District:	<u>One (1)</u>	
Subaward Number:	<u>ENP252607</u>	
Amendment Number:	<u>N/A</u>	Modification Number: <u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>	

III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1) Effective January 1, 2025, County's approved mileage rate is \$0.66 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	CONGREGATE MEAL SERVICES	ATTACHMENT NO. 2
Fiscal Year:	<u>2025-2026</u>	
Funding Type:	<u>Modernizing Older Californians Act (MOCA)</u>	
Los Angeles County Region:	<u>N/A</u>	
Supervisory District:	<u>One (1)</u>	
Subaward Number:	<u>ENP252607</u>	
Amendment Number:	<u>N/A</u>	Modification Number: <u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>	

IV. BUDGET DETAIL - SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD

(A) LOWER TIER SUBRECIPIENT'S/SUBCONTRACTOR(S) NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SSY1 (1) CASH OTHER	SF					(K) TOTAL FUNDING (G+H+I+J)	(L) VARIANCE (F - K)
							(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
							(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
Trio Community Meals	All Congregate Meals	\$ 4.91	1,324	12	\$ 78,000	\$ 78,000						\$ 78,000	\$0
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
TOTAL DIRECT LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					\$ 78,000	\$ 78,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,000	\$0
INDIRECT													
Indirect Costs (Lower Tier Subaward(s)/Subcontract(s) for Catered Food)						(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?													
GRAND TOTAL													
GRAND TOTAL LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					\$ 78,000	\$ 78,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,000	\$0

NOTE:

(1): Use this Budget Detail to report Lower Tier Subaward(s)/Subcontract(s) with caterers by entering the name of the caterer. The information provided herein must be included in Exhibit T (List of Lower Tier Subawards). Subrecipient must obtain prior written approval from County before executing Subaward(s).

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column G (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	CONGREGATE MEAL SERVICES		ATTACHMENT NO. 2
Fiscal Year:	<u>2025-2026</u>		
Funding Type:	<u>Modernizing Older Californians Act (MOCA)</u>		
Los Angeles County Region:	<u>N/A</u>		
Supervisory District:	<u>One (1)</u>		
Subaward Number:	<u>ENP252607</u>		
Amendment Number:	<u>N/A</u>	Modification Number:	<u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>		

V. 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) SSY1	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
All Congregate Meals												
TOTAL DIRECT RAW FOOD				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT												
Indirect Costs (Raw Food)					(1)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL RAW FOOD				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES ATTACHMENT NO. 2
Fiscal Year: 2025-2026
Funding Type: Modernizing Older Californians Act (MOCA)
Los Angeles County Region: N/A
Supervisory District: One (1)
Subaward Number: ENP252607
Amendment Number: N/A **Modification Number:** N/A
Subrecipient's Legal Name: City of Pomona

VI. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds \$2.00 per square foot, that will be supported by the SSY1.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	CONGREGATE MEAL SERVICES		ATTACHMENT NO. 2
Fiscal Year:	2025-2026		
Funding Type:	Modernizing Older Californians Act (MOCA)		
Los Angeles County Region:	N/A		
Supervisory District:	One (1)		
Subaward Number:	ENP252607		
Amendment Number:	N/A	Modification Number:	N/A
Subrecipient's Legal Name:	City of Pomona		

VII. BUDGET DETAIL - EQUIPMENT

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS (C*D)	(F) SSY1 (1) CASH OTHER	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
GRAND TOTAL												
TOTAL DIRECT EQUIPMENT					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), and/or when Subrecipient will use \$500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using CSY2 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (E) CSY2 shall match the total equipment amount reflected in the Mandated Program Services - Section I (Service Unit Summary).

(2) Purchase includes any equipment that Subrecipient intends to purchase. Subrecipient must report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient must report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services:	<u>CONGREGATE MEAL SERVICES</u>	ATTACHMENT NO. 2
Fiscal Year:	<u>2025-2026</u>	
Funding Type:	<u>Modernizing Older Californians Act (MOCA)</u>	
Los Angeles County Region:	<u>N/A</u>	
Supervisory District:	<u>One (1)</u>	
Subaward Number:	<u>ENP252607</u>	
Amendment Number:	<u>N/A</u>	Modification Number: <u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>	

VIII. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SSY1	SF					(J) TOTAL FUNDING	(K) VARIANCE
				(B*C*D)	(1) CASH OTHER	(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	(F+G+H+I)	(E - J)
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Select Description (2) (3) (4) (5)										\$ -		
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
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Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF					(J) ATTACHMENT NO. 2 FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
TOTAL DIRECT OTHER COSTS				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.

(2): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Conferences.

(3): Subrecipient must provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.

(4): Effective January 1, 2025, County's approved mileage rate is \$0.66 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(5): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Travel (Other) review.

(7): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	CONGREGATE MEAL SERVICES	ATTACHMENT NO. 2
Fiscal Year:	<u>2025-2026</u>	
Funding Type:	<u>Modernizing Older Californians Act (MOCA)</u>	
Supervisory District:	<u>One (1)</u>	
Subaward Number:	<u>ENP252607</u>	
Amendment Number:	<u>N/A</u>	Modification Number: <u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>	

IX. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1)	(C) FUNDING CATEGORIES		(D) FUNDING (1)					
			(1) Total Budgeted Costs			(1) Total Budgeted Costs					
DIRECT											
1	Personnel	Cash Other (SSY1)	\$ -	1	SSY1	Cash Other (SSY1)	\$ 78,000				
		Cash (SF)	\$ -								
		In-Kind (SF)	\$ -								
2	Volunteers	In-Kind (SF)	\$ -				Cash NSIP (SSY1)	\$ -			
3	Volunteer Expenses	Cash Other (SSY1)	\$ -				Subtotal	\$ 78,000			
		Cash (SF)	\$ -								
		In-Kind (SF)	\$ -								
4	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	Cash Other (SSY1)	\$ 78,000			2	Match	Cash (SF)	\$ -		
		Cash NSIP (SSY1)	\$ -								
		Cash (SF)	\$ -								
		In-Kind (SF)	\$ -								
5	Raw Food	Cash Other (SSY1)	\$ -	3	Non-Match			Cash (SF)	\$ -		
		Cash NSIP (SSY1)	\$ -								
		Cash (SF)	\$ -								
		In-Kind (SF)	\$ -								
6	Space	Cash Other (SSY1)	\$ -					In-Kind (SF)	\$ -		
		Cash (SF)	\$ -								
		In-Kind (SF)	\$ -								
7	Equipment	Cash Other (SSY1)	\$ -			4	Program Income	Cash (SF)	\$ -		
		Cash (SF)	\$ -								
		In-Kind (SF)	\$ -								
8	Other Costs	Cash Other (SSY1)	\$ -								
		Cash (SF)	\$ -								
		In-Kind (SF)	\$ -								
9	Subtotal Direct Costs	Cash Other (SSY1)	\$ 78,000	5	Subtotal Funding for Direct Costs			Cash Other (SSY1)	\$ 78,000		
		Cash NSIP (SSY1)	\$ -					Cash NSIP (SSY1)	\$ -		
		Cash (SF)	\$ -					Cash (SF)	\$ -		
		In-Kind (SF)	\$ -					In-Kind (SF)	\$ -		
Variance (Costs-Funding)		Cash									
		In-Kind									

IX. BUDGET SUMMARY

ATTACHMENT NO. 2

(A) COST CATEGORIES				(B) COSTS (1) (1) Total Budgeted Costs		(C) FUNDING CATEGORIES			(D) FUNDING (1) (1) Total Budgeted Costs					
INDIRECT														
10	Personnel	Cash Other (SSY1)	\$	-	6	SSY1	Cash Other (SSY1)	\$	-					
		Cash (SF)	\$	-										
		In-Kind (SF)	\$	-										
11	Volunteers	In-Kind (SF)	\$	-	7	Match	Cash (SF)	\$	-					
12	Volunteer Expenses	Cash Other (SSY1)	\$	-										
		Cash (SF)	\$	-										
		In-Kind (SF)	\$	-										
13	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	Cash Other (SSY1)	\$	-						8	Non-Match	Cash (SF)	\$	-
		Cash (SF)	\$	-										
		In-Kind (SF)	\$	-										
14	Raw Food	Cash Other (SSY1)	\$	-	9	Program Income	Cash (SF)	\$	-					
		Cash (SF)	\$	-										
		In-Kind (SF)	\$	-										
15	Space	Cash Other (SSY1)	\$	-			10	Subtotal Funding for Indirect Costs	In-Kind (SF)	\$	-			
		Cash (SF)	\$	-										
		In-Kind (SF)	\$	-										
16	Other Costs	Cash Other (SSY1)	\$	-	11	Total Funding			Cash Other (SSY1)	\$	78,000			
		Cash (SF)	\$	-										
		In-Kind (SF)	\$	-										
17	Subtotal Indirect Costs	Cash Other (SSY1)	\$	-	12	GRAND TOTAL FUNDING	Cash NSIP (SSY1)	\$	-					
		Cash (SF)	\$	-										
		In-Kind (SF)	\$	-										
Variance (Costs-Funding)		Cash												
		In-Kind												
GRAND TOTAL														
20	Total Costs	Cash Other (SSY1)	\$	78,000	11	Total Funding	Cash Other (SSY1)	\$	78,000					
		Cash NSIP (SSY1)	\$	-			Cash NSIP (SSY1)	\$	-					
		Cash (SF)	\$	-			Cash (SF)	\$	-					
		In-Kind (SF)	\$	-			In-Kind (SF)	\$	-					
21	GRAND TOTAL COSTS		\$	78,000	12	GRAND TOTAL FUNDING		\$	78,000					
Variance (Costs-Funding)				\$0										

NOTE:

(1): Costs and Funding must match.

EXHIBIT C1.1 (MANDATED PROGRAM SERVICES)

Program Services: Congregate Meal Services
Fiscal Year: 2025-26
Funding Type: Older Americans Act Title III C-1
Los Angeles County Region: Select Region
Supervisory District: One (1)
Subaward Number: ENP252607
Amendment Number: N/A **Modification Number:** N/A
Subrecipient's Legal Name: City of Pomona

<u>505 S Garey Ave</u>	<u>Pomona</u>	<u>CA</u>	<u>91766</u>
Main Administrative Office Address	City	State	Zip Code

<u>P.O. Box 660</u>	<u>Pomona</u>	<u>CA</u>	<u>91769</u>
Mailing Address (if different from above)	City	State	Zip Code

<u>Ms.</u>	<u>Anita Scott</u>	<u>City Manager</u>	<u>909-620-2311</u>	<u>2052</u>	<u>anita.scott@pomonaca.gov</u>
Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address

<u>Mr.</u>	<u>Mike Osoff</u>	<u>Community Services Manager</u>	<u>909-620-2039</u>	<u>2039</u>	<u>mike.osoff@pomonaca.gov</u>
Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address

<u>Ms.</u>	<u>Stephanie Carbajal</u>	<u>Management Analyst</u>	<u>909-620-2005</u>	<u>2005</u>	<u>stephanie.carbajal@pomonaca.gov</u>
Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address

COUNTY USE ONLY			
Assigned Program Analyst:	Jorge Pena		
Assigned Contract Analyst:	Lynn Tran		
MPS Reviewed and Approved by:	Jorge Pena	Date:	9/30/2025

Program Services:	<u>Congregate Meal Services</u>		
Fiscal Year:	<u>2025-26</u>		
Funding Type:	<u>Older Americans Act Title III C-1</u>		
Los Angeles County Region:	<u>Select Region</u>		
Supervisory District:	<u>One (1)</u>		
Subaward Number:	<u>ENP252607</u>		
Amendment Number:	<u>N/A</u>	Modification Number:	<u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>		

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
All Congregate Meals	SSY1 (6) (Cash Other)	38,069	\$ 10.10	\$ 384,500	138
	SF (7) (Cash and In-Kind)	38,069	\$ 3.92	\$ 149,111	
	Total (4)	38,069	\$ 14.02	\$ 533,611	
Equipment (Purchases) (8)				[Enter Approved Amount]	
Equipment (Other) (9)				[Enter Approved Amount]	
GRAND TOTAL SERVICES/FUNDING		38,069		\$ 533,611	138

NOTE:

- (1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work and Attachments). These individuals are counted only once within a FY for reporting purposes.
- (2) Please Enter the Unit Rates: a) for SSY1 (Cash Other) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for SF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Subrecipient for the Services).
- (3) Please enter the number of Units for the Service Category to be provided using SSY1 (Cash Other) and SF.
- (4) The Total Unduplicated Units for the Service Category under column (C) Units of Service must match the corresponding Total Units reflected in Section II, (Services by Month) column (P) Total.
- (5) The Total and Grand Total amounts under column (E) Funding Amount must match the Total and Grand Total amounts reflected in Exhibit B1.1 (Budget) (cover page) column (F) Total Funding.
- (6) SSY1: Subaward Sum Year 1
- (7) SF: Subrecipient's Funds
- (8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit B1.1 (Budget).
- (9) Enter the amount of equipment (other) that is reflected in Exhibit B1.1 (Budget).

Program Services: Congregate Meal Services

Fiscal Year: 2025-26

Funding Type: Older Americans Act Title III C-1

Los Angeles County Region: Select Region

Supervisory District: One (1)

Subaward Number: ENP252607

Amendment Number: N/A

Modification Number: N/A

Subrecipient's Legal Name: City of Pomona

II. SERVICES BY MONTH - ALL CONGREGATE MEALS

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	All Congregate Meals	138	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	38,069
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
Grand Total		138	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	3,172	38,069

NOTE:

(1) The Grand Total Units under column (P) Total must match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

EXHIBIT C1.2 (MANDATED PROGRAM SERVICES)

Program Services:	<u>Congregate Meal Services</u>		
Fiscal Year:	<u>2025-2026</u>		
Funding Type:	<u>Modernization of Older Californians Act (MOCA)</u>		
Los Angeles County Region:	<u>Select Region</u>		
Supervisory District:	<u>One (1)</u>		
Subaward Number:	<u>ENP252607</u>		
Amendment Number:	<u>N/A</u>	Modification Number:	<u>N/A</u>
Subrecipient's Legal Name:	<u>City of Pomona</u>		

<u>505 S Garey Ave</u>	<u>Pomona</u>	<u>CA</u>	<u>91767</u>
Main Administrative Office Address	City	State	Zip Code

<u>P.O. Box 660</u>	<u>Pomona</u>	<u>CA</u>	<u>91769</u>
Mailing Address (if different from above)	City	State	Zip Code

<u>Ms.</u>	<u>Anita Scott</u>	<u>City Manager</u>	<u>909-620-2311</u>	<u>2052</u>	<u>anitascott@pomonaca.gov</u>
Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address

<u>Mr.</u>	<u>Mike Osoff</u>	<u>Community Service Manager</u>	<u>909-620-2039</u>	<u>2039</u>	<u>mike.osoff@pomonaca.gov</u>
Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address

<u>Ms.</u>	<u>Stephanie Carbajal</u>	<u>Management Analyst</u>	<u>909-620-2005</u>	<u>2005</u>	<u>stephanie.carbajal@pomonaca.gov</u>
Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address

COUNTY USE ONLY			
Assigned Program Analyst:	Jorge Pena		
Assigned Contract Analyst:	Lynn Tran		
MPS Reviewed and Approved by:	Jorge Pena	Date:	9/30/2025

Program Services:	Congregate Meal Services		
Fiscal Year:	2025-2026		
Funding Type:	Modernization of Older Californians Act (MOCA)		
Los Angeles County Region:	Select Region		
Supervisory District:	One (1)		
Subaward Number:	ENP252607		
Amendment Number:	N/A	Modification Number:	N/A
Subrecipient's Legal Name:	City of Pomona		

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
All Congregate Meals	SSY1 (6) (Cash Other)	7,723	\$ 10.10	\$ 78,000	28
	SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
	Total (4)	7,723	\$ 10.10	\$ 78,000	
Equipment (Purchases) (8)				[Enter Approved Amount]	
Equipment (Other) (9)				[Enter Approved Amount]	
GRAND TOTAL SERVICES/FUNDING		7,723		\$ 78,000	28

NOTE:

(1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work and Attachments). These individuals are counted only once within a FY for reporting purposes.

(2) Please Enter the Unit Rates: a) for SSY1 (Cash Other) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for SF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Subrecipient for the Services).

(3) Please enter the number of Units for each Service Category to be provided using SSY1 (Cash Other) and SF.

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service must match the corresponding Total Units reflected in Section II (Services by Month) column (P) Total.

(5) The Total and Grand Total amounts under column (E) Funding Amount must match the Total and Grand Total amounts reflected in Exhibit B1.2 (Budget) (cover page) column (F) Total Funding.

(6) SSY1: Subaward Sum Year 1

(7) SF: Subrecipient's Funds

(8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit B1.2 (Budget).

(9) Enter the amount of equipment (other) that is reflected in Exhibit B1.2 (Budget).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernization of Older Californians Act (MOCA)

Los Angeles County Region: Select Region

Supervisory District: One (1)

Subaward Number: ENP252607

Amendment Number: N/A

Modification Number: N/A

Subrecipient's Legal Name: City of Pomona

II. SERVICES BY MONTH - ALL CONGREGATE MEALS

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	All Congregate Meals	28	644	644	644	644	644	644	644	644	644	644	644	644	7,723
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
Grand Total		28	644	644	644	644	644	644	644	644	644	644	644	644	7,723

NOTE:

(1) The Grand Total Units under column (P) Total must match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

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

FISCAL YEAR: 2025-26

COUNTY'S DEPARTMENT HEAD

Name: Dr. Laura Trejo
Title: Executive Director
Address: 510 South Vermont Avenue
 Los Angeles, Ca 90020
Telephone: (213) 291-0028
E-Mail Address: ltrejo@ad.lacounty.gov

COUNTY'S CONTRACT MANAGER

Name: Mr. Mike Tsao
Title: Program Manager
Address: 510 South Vermont Avenue
 Los Angeles, Ca 90020
Telephone: (213) 662-4432
E-Mail Address: mtsao@ad.lacounty.gov

COUNTY'S PROGRAM MANAGER

Name: Mr. Miguel Robleto
Title: Program Manager
Address: 510 South Vermont Avenue
 Los Angeles, Ca 90020
Telephone: (213) 738-2737
E-Mail Address: mrobleto@ad.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name: Ms. Susana Ortega
Title: Program Manager
Address: 510 South Vermont Avenue
 Los Angeles, Ca 90020
Telephone: (323) 459-9141
E-Mail Address: sortega@ad.lacounty.gov

COUNTY'S EMERGENCY COORDINATOR

Name: Mr. Henry Lopez
Title: Program Manager
Address: 510 South Vermont Avenue
 Los Angeles, Ca 90020
Telephone: (213) 738-2337
E-Mail Address: hlopez@ad.lacounty.gov

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

Effective as of: 7/1/2025

**SUBRECIPIENT'S LEGAL
NAME:**

City of Pomona

SUBAWARD NUMBER:

ENP252607

UEI NUMBER:

JTBWUFU4KQ1C1

SUBRECIPIENT'S PROJECT MANAGER¹:

Name: Mike Osoff

Title: Community Services Manager

Address: 499 E. Arrow Hwy

Pomona CA 91767

Telephone: 909-620-2329

E-Mail Address: mike.osoff@pomonaca.gov

SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE(S)²:

Name: Anita Scott

Title: City Manager

Address: 505 S Garey Avenue

Pomona CA 91766

Telephone: 909-620-2052

E-Mail Address: anita.scott@pomonaca.gov

Name: Aura Lopez

Title: Recreation Coordinator / Program Coordinator

Address: 499 E. Arrow Hwy

Pomona CA 91767

Telephone: (909) 802-7747

E-Mail Address: aura.lopez@pomonaca.gov

ADDITIONAL SUBAWARD CONTACTS³:

Name: Adrian Valdez
Title: Recreation Supervisor / Program Supervisor
Address: 499 E. Arrow Hwy
Pomona CA 91767
Telephone: (909) 620-2056
E-Mail Address: adrian.valdez@pomonaca.gov

Name: _____
Title: _____
Address: _____

Telephone: _____
E-Mail Address: _____

BUDGET ANALYST:

Name: Stephanie Carbajal
Title: Management Analyst
Address: 499 E. Arrow Hwy
Pomona CA 91767
Telephone: (909) 620-2005
E-Mail Address: stephanie.carbajal@pomonaca.gov

INVOICES – AUTHORIZED SIGNER:

Name: Mike Osoff
 Title: Community Services Manager
 Address: 499 E. Arrow Hwy.
Pomona, CA 91767
 Telephone: (909) 620-2329
 E-Mail Address: Mike.osoff@pomonaca.gov
 Signature: 

MIS DATA ENTRY PERSONNEL:**Primary Contact**

Name: Amanda Oweis
 Title: Office Assistant I
 Address: 499 E. Arrow Hwy.
Pomona, CA 91767
 Telephone: (909) 802-7734
 E-Mail Address: Amanda.oweis@pomonaca.gov

Secondary Contact

Name: Irene Mendoza
 Title: Administrative Assistant II
 Address: 499 E. Arrow Hwy.
Pomona, CA 91767
 Telephone: (909) 802-7736
 E-Mail Address: Irene.mendoza@pomonaca.gov

Notes:

¹ Project Manager must meet all of the requirements noted in Exhibit A (Statement of Work and Attachments). When updating the individual identified as the Project Manager, Subrecipient must submit the individual's degree/diploma, resume, and job specifications.

² Authorized Representative(s) must be identified on Subrecipient's Board of Director's resolution, which provides evidence to support delegated authority that Subrecipient has vested in this individual to act on behalf of Subrecipient. When updating the individual designated as the Authorized Representative(s), Subrecipient must submit the Board of Director's resolution which identifies the new individual(s).

³ In addition to the Authorized Representative(s) and Project Manager, this individual(s) will also receive communications and documents including but not limited to the Subaward, Amendment(s), invoicing documents, notices, etc.

EXHIBIT F1
(SUBRECIPIENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)

GENERAL INFORMATION

Subrecipient has entered into this Subaward with County of Los Angeles to provide certain Services to County. County requires Subrecipient to sign this Subrecipient Acknowledgement and Confidentiality Agreement.

SUBRECIPIENT ACKNOWLEDGEMENT

Subrecipient understands and agrees that Subrecipient employees, consultants, outsourced vendors and independent contractors ("Subrecipient's Staff") that will provide Services in this Subaward are Subrecipient's sole responsibility. Subrecipient understands and agrees that Subrecipient's Staff must rely exclusively upon Subrecipient for payment of salary and any and all other benefits payable by virtue of Subrecipient's Staff's performance of Work under this Subaward.

Subrecipient understands and agrees that Subrecipient's Staff are not employees of County of Los Angeles for any purpose whatsoever and that Subrecipient's Staff do not have and will not acquire any rights or benefits of any kind from County of Los Angeles by virtue of Subrecipient's Staff's performance of Work under this Subaward. Subrecipient understands and agrees that Subrecipient's Staff will not acquire any rights or benefits from County of Los Angeles pursuant to any agreement between any person or entity and County of Los Angeles.

CONFIDENTIALITY AGREEMENT

Subrecipient and Subrecipient's Staff may be involved with Work pertaining to Services provided by County of Los Angeles and, if so, Subrecipient and Subrecipient's Staff may have access to confidential data and information pertaining to persons and/or entities receiving Services from County. In addition, Subrecipient and Subrecipient's Staff may also have access to proprietary information supplied by other vendors doing business with County of Los Angeles. County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Subrecipient and Subrecipient's Staff understand that if they are involved in County Work, County must ensure that Subrecipient and Subrecipient's Staff will protect the confidentiality of such data and information. Consequently, Subrecipient must sign this Confidentiality Agreement as a condition of the Work to be provided by Subrecipient's Staff for County.

Subrecipient and Subrecipient's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the Subaward between Subrecipient and County. Subrecipient and Subrecipient's Staff agree to forward all requests for the release of any data or information received to County's Program Manager.

Subrecipient and Subrecipient's Staff agree to keep confidential all health, criminal, and welfare recipient records, and all data and information pertaining to persons and/or entities receiving Services from County, design concepts, algorithms, programs, formats, documentation, Subrecipient proprietary information and all other original materials produced, created, or provided to Subrecipient and Subrecipient's Staff under the Subaward. Subrecipient and Subrecipient's Staff agree to protect these confidential materials against disclosure to other than Subrecipient or County employees who have a need to know the information. Subrecipient and Subrecipient's Staff agree that if proprietary information supplied by other County vendors is provided to Subrecipient and Subrecipient's Staff during this employment, Subrecipient and Subrecipient's Staff must keep such information confidential.

Subrecipient and Subrecipient's Staff agree to report any and all violations of this Subrecipient Acknowledgement and Confidentiality Agreement by Subrecipient and Subrecipient's Staff and/or by any other person of whom Subrecipient and Subrecipient's Staff become aware.

Subrecipient and Subrecipient's Staff acknowledge that violation of this Subrecipient Acknowledgement and Confidentiality Agreement may subject Subrecipient and Subrecipient's Staff to civil and/or criminal action and that County may seek all possible legal redress.

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City of Pomona

Subrecipient's Legal Name

ENP252607

Subaward Number

Anita Scott

Name of Authorized Representative

City Manager

Title of Authorized Representative

Authorized Representative's Signature

Date

EXHIBIT G
(SAFELY SURRENDER BABY LAW)

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1** Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2** You must leave your newborn with a fire station or hospital employee.
- 3** You don't have to provide your name.
- 4** You will only be asked to voluntarily provide a medical history.
- 5** You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**EXHIBIT H
(INTENTIONALLY OMITTED)**

EXHIBIT I
(BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"))

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach.

- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the

Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business

Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification

required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT J
(CHARITABLE CONTRIBUTIONS CERTIFICATION)

The Nonprofit Integrity Act (Senate Bill 1262 Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

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

OPTION A:

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

OPTION B:

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

Declaration

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

City of Pomona

ENP252607

Subrecipient's Legal Name

Subaward Number

95-6000764

Internal Revenue Service Employer Identification Number

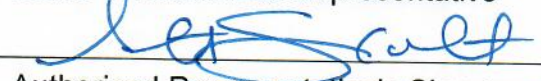
California Registry of Charitable Trusts "CT" number (if applicable)

Anita Scott

City Manager

Name of Authorized Representative

Title of Authorized Representative


 Authorized Representative's Signature

9/16/25
 Date

EXHIBIT K (INFORMATION SECURITY AND PRIVACY REQUIREMENTS)

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

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

1. DEFINITIONS

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

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

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

affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Subrecipient's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Subrecipient's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Subrecipient.
- b. **Privacy Program.** The Subrecipient must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Subrecipient's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Subrecipient employees, agents, and volunteers. The Subrecipient's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new

and emerging Threats and Risks. The Subrecipient's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Subrecipient's Privacy Program must include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. SUBRECIPIENT'S USE OF COUNTY INFORMATION

The Subrecipient may use County Information only as necessary to carry out its obligations under this Subaward. The Subrecipient must collect, maintain, or use County Information only for the purposes specified in the Subaward and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing

the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Subrecipient agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".
- b. **Disclosure of County Information.** The Subrecipient may disclose County Information only as necessary to carry out its obligations under this Subaward, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's Contract Administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Subrecipient must notify the County's Contract Administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Subaward, the Subrecipient may encounter County Non-public Information ("NPI") in the course of performing this Subaward, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Subrecipient must not disclose or publish any County NPI and material received or used in performance of this Subaward. This obligation is perpetual.
- d. **Individual Requests.** The Subrecipient must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Subrecipient must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Subrecipient involving County Information, the Subrecipient must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Subrecipient to assist in fulfilling the request. Similarly, if the Subrecipient receives a privacy or security complaint from an individual regarding County Information, the Subrecipient must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

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

7. SUBRECIPIENT EMPLOYEES

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

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

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

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

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Subrecipient's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. LOWER TIER SUBRECIPIENTS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Subrecipient will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

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

In addition, the Subrecipient must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers

(including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Subaward for any reason, Subrecipient must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Subaward; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Subrecipient, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Subrecipient must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Subrecipient must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Subaward or at any time upon the County's request, the Subrecipient must return all hardware, if any, provided by the County to the Subrecipient. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Subrecipient must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Subrecipient will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County's Contract Manager within ten (10) days of termination or expiration of the Subaward or at any time upon the County's request. On termination or expiration of this Subaward, the County will return or destroy all Subrecipient's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Subrecipient hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

The Subrecipient must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Subrecipient makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

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

The foregoing requirements will apply to back-up media stored by the Subrecipient at off-site facilities.

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

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

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email
CISONotify@CIO.lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

Chris Paltao
Deputy Information Security Officer
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
(213) 253-5637

Departmental Information Security Officer:

Ivan Pacheco
Departmental Chief Information Officer
510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020
(323) 356-4672
ipacheco@ad.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Subrecipient, and unless prohibited by law, the Subrecipient must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Subrecipient's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

The Subrecipient must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Subrecipient must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Subrecipient that contains any County

Information, the Subrecipient must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Subrecipient's Information systems, products, and services, and the corresponding steps taken by the Subrecipient to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

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

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

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

17. CYBER LIABILITY INSURANCE

Subrecipient must secure and maintain cyber liability insurance coverage in the manner prescribed in this Section unless the Contract prescribes cyber liability insurance coverage provisions, and those provisions are no less stringent than those described in this Section.

Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least \$3,000,000 (3 million) per occurrence and in the aggregate during the term of the Subaward, including coverage for: network security liability; privacy liability;

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

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

Notwithstanding the preceding sentences, the County will 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 will 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 will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

EXHIBIT L
(CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION)

Proposer certifies, under penalty of perjury, at the time the Proposal is submitted or in the event Subaward is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For Subaward executed or renewed after January 1, 2017, Subrecipient certifies compliance with the Unruh Civil Rights Act (Civil Code Section 51) and the Fair Employment and Housing Act (Government Code Section 12960).
2. EMPLOYER DISCRIMINATORY POLICIES: For Subaward executed or renewed after January 1, 2017, when Subrecipient has an internal policy against a sovereign nation or peoples recognized by the United States government, Subrecipient certifies that such policies are not used in violation of the Unruh Civil Rights Act (Civil Code Section 51) or the Fair Employment and Housing Act (Government Code Section 12960).

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Declaration

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

City of Pomona

Proposer's Legal Name

All Congregate Meals

Title of Program Services

Anita Scott

Name of Authorized Representative

Authorized Representative's Signature

City Manager

Title of Authorized Representative

Date

EXHIBIT M (FEMA PROVISIONS)

A. CLEAN AIR AND WATER REQUIREMENTS. [Applicable to all subawards (that is “contracts”) and lower tier subawards (that is, “subcontracts”) in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

1. Subrecipient (that is, “Contractor”) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to County and understand and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the Regional Office of the Environmental Protection Agency (EPA).
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. DEBARMENT AND SUSPENSION CLAUSE.

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.905), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

1. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
2. Contractor agrees to the provisions of Attachment 1, Certification Regarding Lobbying, attached hereto and incorporated herein.
3. Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the lower tier subrecipient (that is, "subcontractor") who will be subject to its provisions.

D. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322).

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E. ACCESS TO RECORDS.

The following access to records requirements apply to this Agreement:

1. Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

F. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA prior e-approval.

G. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

H. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

TO BE COMPLETED BY SURECIPIENT ONLY WHEN DIRECTED BY COUNTY**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT N
(CRITERIA AND STANDARDS FOR LETTERS OF CREDIT
AND CERTIFICATES OF DEPOSIT)

1. The Letters of Credit (LOC) or Certificates of Deposit (CD) shall be drawn by or on a financial institution that meets at least one (1) of the ratings from the table below:

Deposits	Rating Agency			
	Moody's^(a)	Standard & Poor's	Bauer Financial	The Street.com^(b)
If the term of the CD is less than three (3) years, the minimum ratings are:	A2 or better	A or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the financial institution are less than \$150 billion, the minimum ratings are:	Aa1 or better	AA+ or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the institution are \$150 billion or more, the minimum ratings are:	Aa3 or better	AA- or better	4 stars or better	B or better

- a. Bank Financial Strength (only for Moody's, a subcategory of the overall rating standard) should be B or better. Bank Financial Strength is a rating standard that must be met if the financial institution's total assets are less than \$1.5 billion and Moody's rates that institution.
- b. Formerly Weiss Ratings, Inc.
2. If the financial institution is rated by all four (4) of the rating agencies, the rating that is considered in the analysis will be the lower rating of Moody's or Standard & Poor's. However, if the financial institution receives ratings from Bauer Financial and TheStreet.com, only the higher of the two (2) ratings will be considered.
3. All deposits shall be insured through either the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Administration ("NCUA") at their maximum standard rate.

4. The CD or LOC shall be irrevocable and in County's name or pledged to County.
5. As directed by County, the CD or LOC shall be issued for an amount that is sufficient to support the terms of the performance agreement, unless otherwise stated in the Contract.
6. The CD or LOC shall mature at a definite time, which, unless otherwise stated in the Contract, may not be prior to direction by County, or the expiration of the performance agreement or other provisions thereof.
7. The CD shall meet the minimum criteria and standards at the time the funds are placed with the financial institution. However, a liquidation of the placement is not required should the financial institution's ratings fall below the minimum criteria and standards during the term of the placement. At the placement's expiration or maturity, the funds should be placed with a different financial institution that meets the minimum criteria and standards.

EXHIBIT O
(SUBRECIPIENT'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)

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

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

Declaration

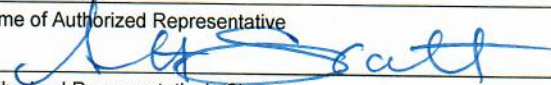
I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

City of Pomona

Subrecipient's Legal Name

Anita Scott

Name of Authorized Representative



Authorized Representative's Signature

City Manager

Title of Authorized Representative

9/15/25

Date

EXHIBIT P (DEFINITIONS)

I. STANDARD TERMS

Activities of Daily Living (ADLs): Activities usually performed for oneself in the course of a normal day including bathing, dressing, grooming, eating, walking, using the telephone, taking medications, and other personal care activities.

Administration for Community Living (ACL): The principal agency of the United States Department of Health and Human Services (formerly known as the Administration on Aging) designated to carry out the provisions of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.). It is dedicated to policy development, planning, and the delivery of supportive home and community-based services to older persons and their caregivers.

Adult Protective Services (APS): Those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them (Welfare and Institutions Code Section 15610.10).

Americans with Disabilities Act: Federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

Area Agency on Aging (AAA): A public or private non-profit agency or organization that has been designated by a State under the authority of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) to perform functions within the planning and service area established by the State. Such functions include identifying community and social service needs, addressing the concerns of older Americans at the local level and assuring that social and nutritional supports are made available to older people in communities where they live. For purposes of the solicitation and resulting Subaward, references to the AAA shall mean County of Los Angeles AAA, which has been designated by the State of California Department of Aging to serve Planning and Service Area 19.

Attachment: A document(s) that is included with the Statement of Work as an addition/supplement to the Statement of Work and it forms a part of the Statement of Work (e.g., Attachment 1 (Performance Requirements Summary Chart)).

Authorized Representative: The individual who has been given written authorization through a resolution, order, or motion from Subrecipient's governing body to act on behalf of Subrecipient and bind Subrecipient to the Subaward.

Board of Supervisors: The governing body of the County of Los Angeles, which is comprised of five (5) Board members. Created by the State legislature in 1852, the Board has executive, legislative and quasi-judicial roles. Its members are elected by voters in their respective supervisorial districts and they're eligible to serve on the Board for up to three (3) four-year terms (i.e., Board members can serve for a maximum term of twelve (12) years).

Budget: A document that provides a detailed representation of Program costs/expenses and funding/revenues. Costs are identified by line items such as personnel, space, travel, etc. Funding is identified by sources such as the Subaward Sums, match contributions, non-match contributions, etc. Therefore, the total budgeted costs represent the total cost to operate the Program and the total funding represents the anticipated revenues that will be used to pay for those Program costs.

California Department of Aging (CDA): The principal agency within the State of California government which is responsible for administering programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. CDA administers funds allocated under the federal Older Americans Act, the Older Californians Act, and through the Medi-Cal program.

Child: An individual who is not more than 18 years of age.

Client: An individual who meets the eligibility requirements outlined in the Statement of Work, receives Program Services and is counted only once (unduplicated) when determining the total number of Unduplicated Clients.

Closeout Report: A written summary of Subrecipient's expenses and accruals incurred through the last day of the Fiscal Year. Subrecipient shall complete and submit this Report in the form and manner as designated by County.

Community Based Organization: An organization of demonstrated effectiveness that is representative of a community or significant segments of a community. The organization must provide social or supportive services to individuals in the community.

Community Focal Point: An agency within the community which has a proven record of providing comprehensive services to older individuals (i.e., multi-purpose senior center). A list of Community Focal Points is provided as part of the Subaward.

County: Unless otherwise specified, it shall mean the County of Los Angeles Aging and Disabilities Department, which is the County department that has been authorized by the Board of Supervisors to enter into this Subaward on behalf of the County of Los Angeles with Subrecipient.

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

- 1) Information that is stored in any media form, paper or electronic.
- 2) Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 3) Personally Identifiable Information (PII) as defined in California Civil Code Section 1798.29(g)
- 4) Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act of 1996
- 5) Medical Information (MI) as defined in California Civil Code Section 56.05(j)

County's Business Hours: The time period during which County's operations are open to conduct business; this time period is designated as 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).

County's Compliance Manager: The individual designated by County who is responsible for ensuring that Subrecipient is in compliance with the requirements of the Subaward.

County's Department Head: The individual designated by the Board of Supervisors as the Director of Community and Senior Services who is responsible for overseeing this County of Los Angeles department and who has delegated authority to act on behalf of County of Los Angeles for Subaward-related matters.

County's Contract Manager: The individual designated by County who is responsible for providing direction to Subrecipient (at Subrecipient's request) in areas relating to County policy, information requirements, and procedural requirements; making revisions which do not materially affect the terms and conditions of the Subaward; and approving Lower Tier Subawards and Lower Tier Subrecipient's employees working on this Subaward.

County's Program Manager: The individual designated by County who is responsible for meeting with Subrecipient's Project Manager on a regular basis and inspecting all tasks, deliverables, goods, Services, and other work provided by Subrecipient.

Day(s): Unless otherwise specified, references to a numerical number of days shall mean calendar days which include the seven (7) days of the week (e.g., Monday through Sunday) as opposed to business days which includes the traditional five-day work week (e.g., Monday-Friday), excluding weekends and holidays.

Disability: A condition, or conditions, attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

1. Self-care
2. Receptive and expressive language
3. Learning
4. Mobility
5. Self-direction
6. Capacity for independent living
7. Economic self-sufficiency
8. Cognitive functioning
9. Emotional adjustment

Elder Abuse: Elder abuse is a term referring to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult. The specificity of laws varies from state to state, but broadly defined, abuse may be physical, financial/fiduciary, psychological/emotional, sexual, exploitation, neglect, self-neglect, and abandonment.

Employee: An individual who is hired and paid by Subrecipient to provide Program Services under the requirements of this Subaward.

Exhibit: A document(s) that is included with this Subaward as an addition/supplement to this Subaward and it forms a part of this Subaward (e.g., Exhibit A (Statement of Work) is an exhibit to the Subaward).

Fiscal Year (FY): The twelve (12) month period beginning July 1st of the year and ending June 30th of the following year.

Frail: An older individual determined to be functionally impaired because the individual either:

- Is unable to perform at least two activities of daily living including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; or
- Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

Functionally Impaired: A person who meets at least one of the following conditions:

- Impairment in one or more activities of daily living (ADLs);
- Impairment in two or more instrumental activities of daily living (IADLs) or;
- Inability to manage own affairs due to emotional and/or cognitive impairment.

Greatest Economic Need: The need resulting from an income level at or below the poverty guideline.

Greatest Social Need: The need caused by non-economic factors which include (a) physical and mental disabilities; (b) language barriers; and (c) cultural, geographic isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to perform daily tasks or threatens the capacity of the individual to live independently.

Health: Activities such as health screening, physical fitness, therapy, and hospice to assist older individuals to improve or maintain physical health and secure necessary medical, preventive health, or health maintenance services. Health screening, therapy, and hospice must be provided by a licensed health professional or by a paraprofessional supervised by a licensed health professional. Does not include services covered by Medicare, Medi-Cal, or other health insurance.

Indirect Costs: Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Individual with a disability: An individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

In-Home Supportive Services: The In-Home Supportive Services (IHSS) program provides financial assistance to low-income aged, blind, and disabled individuals who are unable to remain safely in their homes without help from caregivers. The program is administered by the Department of Public Social Services (DPSS) and its purpose is to prevent nursing home placement. IHSS achieves this objective by paying or subsidizing the salaries of caregivers that the IHSS recipients choose.

Instrumental Activities of Daily Living (IADLs): Activities important for daily life, involving cognitive and physical ability. These include light and heavy housework, shopping, ability to access transportation, meal preparation, using the telephone, managing medications, and managing money.

Lower Tier Subaward (Subcontract): The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such an agreement shall be pre-approved by County prior to its execution between the parties.

Lower Tier Subrecipient (Subcontractor): A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

Mandated Program Services (MPS): A document that identifies the specific Service Categories and Units of Service that Subrecipient shall provide and the Unit Rate (where

applicable) that County will reimburse Subrecipient upon successful delivery of these Services.

Management Information System (MIS): Data system utilized by Contractor to record client information and services. This system is also utilized for invoicing.

Maximum Subaward Sum: The combined total of all Subaward Sums to be allocated during the term of this Subaward (where such term may include extensions). This money is contingent upon availability of Federal, State, County, and local funding.

Medi-Cal: California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

Medicare: A federal health insurance program administered by the Centers for Medicare and Medicaid Services (CMS) in the Department of Health and Human Services that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

Normal Business Hours: The time period which is designated as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided as an Attachment to the Statement of Work.

Older Adult Advisory Commission (OAAC): The Commission serves as an advocate group in the California Commission on Aging on behalf of older individuals, including, but not limited to, advisory participation in the consideration of all legislation and regulations made by state and federal departments and agencies relating to programs and services that affect older individuals.

Older Americans Act (OAA): A law enacted by the United States Congress in 1965 in response to concern by policymakers about a lack of community social services for older persons. The original legislation established authority for grants to States for community planning and social services, research and development projects, and personnel training in the field of aging. References to OAA shall mean the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.).

Older Individual (Older Adult): A person who is sixty (60) years of age or older.

Outcome Measures: Determination and evaluation of the results of Program Services and their comparison with the intended Program goals to determine the effectiveness of these Services.

Outreach: Actively providing information to the public/potential Clients on the Services and benefits of the Program. A contact initiated by Subrecipient for the purpose of identifying potential clients, from underserved populations within each Supervisorial District served, in order to generate referrals to the Program.

Performance Requirements Summary Chart: An attachment to the Statement of Work, which lists the minimum requirements that Subrecipient shall adhere to, and it reflects some of the performances that will be monitored during the Subaward term. This Chart also lists examples of the types of documents that will be used during monitoring, the standards of performance, the acceptable quality level of performance, and remedies for non-compliance.

Planning and Service Area (PSA): The geographic division of the State as authorized by the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) for the purpose of implementing the objectives of the OAA (which includes planning and providing a broad range of supportive services, nutrition services, adult protective services and long-term care services within such planning and service areas). As such, the geographic boundaries of Los Angeles County (excluding the City of Los Angeles) have been designated by the State as Planning and Service Area 19 (PSA 19).

Poverty: Persons considered to be in poverty are those whose income is at or below the official poverty guideline (as defined each year by the Office of Management and Budget and adjusted by the Secretary (DHHS) in accordance with subsection 673 (2) of the Community Services Block Grant Act (Title 42 United States Code Section 9902 (2)).

Program: A system of providing Services, which is designed to meet a social need. For purposes of this Subaward, unless otherwise specified, the Program shall refer to Services and operations reflected in Exhibit A (Statement of Work) for which Subrecipient receives funds under the terms of this Subaward and agrees to provide Services in accordance with relevant Federal, State, and County laws, regulations, and guidelines during the term of this Subaward.

Program Income: Revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

- Voluntary contributions received from Client or other party for Program Services received.
- Income from usage or rental fees of real or personal property acquired with Subaward Sums.
- Royalties received on patents and copyrights from Subaward-supported activities.
- Proceeds from the sale of items created under the Subaward.

Program Service(s): The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in Exhibit A (Statement of Work).

Project Manager: The individual designated by Subrecipient who is responsible for Subrecipient's day-to-day activities as related to this Subaward. This individual shall meet

with County's Program Manager, County's Contract Manager and County's Compliance Manager to ensure that the objectives of this Subaward are met.

Quality Control Plan: A written policy that outlines the actions/methods for monitoring or inspecting the delivery of Services under the Subaward to ensure Subrecipient provides a consistently high level of Service.

Responsible Other: A person designated by the Client to act on behalf of the Client.

Rural: Pursuant to the Administration for Community Living (ACL) (formerly known as the Administration on Aging (AoA)), rural includes any area that is not defined as urban where urban areas comprise: (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

Senior Centers: A vital link in the service delivery network which older persons may avail themselves of, senior centers are functioning as meal sites, screening clinics, recreational centers, social service agency branch offices, mental health counseling clinics, older worker employment agencies, volunteer coordinating centers, and community meeting halls. The significance of senior centers cannot be underestimated for they provide a sense of belonging, offer the opportunity to meet old acquaintances and make new friends, and encourage individuals to pursue activities of personal interest and involvement in the community.

Service(s): The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

Service Category: The specific type or kind of benefit/assistance to be provided to Client in accordance with the Statement of Work. This benefit/assistance is the basis of reimbursement that County will provide to Subrecipient upon Subrecipient's satisfactory deliverance of it.

Service Delivery: Includes those activities associated with the direct provision of a Service which meets the needs of Client.

Social Services: Social service program refers to a program administered by the federal, state, or local government using government funding designed to provide social services directed at reducing poverty, improving opportunities for low-income adults or children, self-sufficiency, rehabilitation, or other services directed toward vulnerable citizens.

Staff: Unless otherwise specified, it is an individual or a group of individuals who are Subrecipient's Employee(s) and Volunteers who provide Services under the requirements of this Subaward.

State: Unless other specified, it shall mean the State of California Department of Aging (CDA).

Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing Subaward Services.

Subaward (Contract): The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other work. Included are all supplemental agreements amending or extending the Services to be performed.

Subaward Document Deliverable(s): An Exhibit, Attachment, form, certificate, license, etc. that is provided by Subrecipient as part of the contracting process.

Subaward Sum(s): Monies that awarded/allocated on an annual basis and reimbursed to Subrecipient in exchange for Subrecipient's provision of Program Services (i.e., the total amount of grant funds that County will provide to Subrecipient and Subrecipient will use these funds, in addition to Subrecipient's own resources, to pay for the total Program operating costs). These monies are contingent upon availability of Federal, State, County, and local funding.

Subrecipient (Contractor): The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity that has entered into this Subaward with County to perform and execute the Work and Services covered by this Subaward.

Unduplicated Client: An individual who meets the eligibility requirements outlined in the Statement of Work and such individual is counted only once when determining the total number of unduplicated Clients.

Unit of Measurement: The standard representation for which a quantity is accounted of how each unit is expressed by the Service(s) provided to the Client.

Unit Rate: The amount that is reimbursable by the Program for each Unit of Measurement provided by the Subrecipient.

Unit of Service: The representation of the quantity of services provided to a Client.

Volunteer: An individual who performs hours of service for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation for services rendered. For purposes of this Subaward, Volunteer's time may qualify to be used to meet the match contributions requirement (where applicable).

Work: The specific tasks to be performed (or the Services to be provided) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

II. PROGRAM SPECIFIC TERMS

Assessment: A comprehensive and functionally oriented evaluation of the situation and needs of an individual who is potentially eligible to become a client.

California Retail Food Code (CRFC): A uniform statewide health and sanitation standard for food facilities found in California Health and Safety Code Section 113700 et seq.

Certified Professional Food Safety (CP-FS) Certificate – A certificate for passing an exam that integrates food microbiology, HACCP principles and regulatory requirements into questions that test problem solving skills and knowledge. The Certified Professional Food Safety Certificate is for food safety professionals and is designed for individuals within the public and private sectors whose primary responsibility is the protection and safety of food.

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.

Congregate Meals: Nutritionally balanced food that is prepared according to the requirements outlined in the Statement of Work and is provided to Clients as part of the Congregate Meal Services. These meals which include American and Ethnic meals are served without charge or at a low cost to mobile older adults (sixty (60) years of age or older) who congregate in a group setting at a central location. These nutritionally sound meals are served five (5) days a week in easily accessible locations.

Dietary 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.

Dietary Reference Intakes (DRI) – A system of nutrition recommendations from the Institute of Medicine (IOM) of the National Academies (United States). The DRI is used in North America by the medical, dietary and food production sectors.

Elderly Nutrition Program (ENP): An Area Agency on Aging Program administered by County of Los Angeles Workforce Development, Aging and Community Services (County) which provides nutrition services in accordance with the provisions of Title III C (Nutrition Service) of the **Older Americans Act of 1965 (OAA)**, as amended (Title 42 United States Code Section 3001 et seq.).

Emergency Meals: Meals provided to Older Individuals, sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These

Services include provision of a minimum of three (3) shelf-stable meals per fiscal year. These meals are to be used in the event of an emergency or natural disaster such as earthquakes, power outage, floods, or any disruption of regular meal service to ENP Clients who are receiving Home-Delivered Meal Services.

Food Handler's Certificate: Employees that prepare and/or serve food must possess a Food Handler's Certificate issued by an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs. (Only if a retail provider – exempt if only providing to senior meal programs).

Hazard Analysis Critical Control Point (HACCP): A systematic preventive approach to food safety which addresses the biological, chemical and physical hazards in production processes (including raw material production, procurement and handling) that can cause the manufacturing, distribution and consumption of the finished product to be unsafe. It also designs measurements to reduce these risks to a safe level. In this manner, HACCP is referred as the prevention of hazards rather than finished product inspection.

Hazard Analysis Critical Control Point (HACCP) Plan: A written document that delineates the formal procedures for following the HACCP principles that were developed by the National Advisory Committee on Microbiological Criteria for Foods and complies with the requirements of the Health and Safety Code Section 114055.

Hazard Analysis Critical Control Point (HACCP) Principles: The seven (7) basic steps of HACCP which are:

- 1) The completion of hazard analysis identification by identifying the likely hazards to consumers presented by a specific food.
- 2) The determination of critical control points in receiving, storage, preparation, display, and dispensing of a food.
- 3) The setting of measurable critical limits for each critical control point determined.
- 4) Developing and maintaining monitoring practices to determine if critical limits are being met.
- 5) Developing and utilizing corrective action plans when failure to meet critical limits is detected.
- 6) Establishing and maintaining a recordkeeping system to verify adherence to a HACCP plan.
- 7) Establishing a system of audits to:
 - a) Initially verify the effectiveness of the critical limits set and appropriateness of the determination of critical control points.
 - b) Periodically verify the effectiveness of the HACCP plan.

Home-Delivered Meals: Nutritionally balanced food that is prepared according to the requirements outlined in the Statement of Work and is delivered to Clients as part of the Home-Delivered Meal Services (it's also commonly known as "Meals-on-Wheels"). These meals include Hot, Frozen and Emergency meals which are delivered to individuals who are sixty (60) years of age or older and are homebound by reason of illness, disability or are otherwise isolated. Additionally, the Home-Delivered Meal

Services includes a component of Services for Telephone Reassurance that provides regular contact and safety checks by phone calls to reassure and support Home-Delivered Meal Clients or Older Individuals who are on a waiting list to receive Home-Delivered Meals.

Home-Delivered Meals Priority of Service Screening Tool: Subrecipient is required to complete tool for all Home-Delivered Meals clients on current HDM waiting list, prior to updating the AAA Management Information System (MIS).

Home-Delivered Meals Route: A geographical route that is used by 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.

Home-Delivered Meals Waiting List: Subrecipient is required to maintain an HDM Waiting List that includes all eligible HDM Clients that Subrecipient cannot provide meals to. Their position on the list is prioritized based on Older Individuals meeting criteria for greatest socioeconomic needs and level of risk of institutional placement if meals are not provided.

Modernizing Older Californians Act (MOCA): California legislation enacted to provide funding for selected Area Agency on Aging programs.

Non-delivered Meals: Meals that Service Providers are unable to serve due to limited financial resources. It is essential for ENP Service Providers to record the daily number of non-delivered meals in the AAA Management Information System (MIS) In order to track unmet needs.

Nutrition Counseling: Provision of individualized advice and guidance by a registered dietician in accordance with Business and Professions Code Sections 2585 and 2586 to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use, or chronic illnesses whereby options and methods for improving their nutritional status are addressed.

Nutrition Education: Informing Clients who receive Elderly Nutrition Program Services about current facts and information which will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.

Nutrition Intervention Follow-Up Services: Telephonic or in person contact with Client by a registered dietician to encourage and foster responsibility for an individualized plan of action in order to correct negative eating patterns and habits to treat an existing condition and promote health.

Nutrition Services Incentive Program (NSIP): The purpose of the NSIP is to provide incentives that encourage and reward effective performance by Subrecipient in the efficient delivery of nutritious meals to Clients.

Nutrition-related Supportive Services: Outreach, transportation, food shopping assistance, and escort of Client to nutrition sites.

Nutritional Risk Score: A numerical representation of Client's level of general nutritional health as determined by the Nutrition Screening Index checklist.

Nutrition Screening: Completion of a Nutrition Screening Checklist for eligible individuals to determine if they are at nutritional risk.

Nutrition Screening Checklist: A federal public information collection requirement in the National Aging Program Information System (NAPIS) found in the Federal Register Volume 59 Number 188 (September 29, 1994).

Nutrition Screening Index: A tool used to identify elderly persons who are malnourished or at risk of malnutrition.

Nutrition Services: The procurement, preparation, transport, and serving of meals, nutrition education, nutrition screening, and nutrition counseling, to Clients at Congregate Meal sites or in their homes.

Reassessment: A formalized method of documenting and analyzing changes to Client during the period since the previous Nutrition Assessment and assuring the Services provided by 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

Senior Community Service Employment Program (SCSEP): A community service and work-based job training program for older Americans. Authorized by the Older Americans Act, the program provides training for low-income, unemployed seniors.

ServSafe®: A food and beverage safety training and certificate program administered by the National Restaurant Association. The program is accredited by ANSI and the Conference for Food Protection.

Vulnerable and High-Risk Client: An individual that is assessed with a Nutritional Risk Score of six (6) or higher, that may also be affected by factors such as an illness or condition that resulted in a change in the kind and/or amount of food that is consumed, consumes fewer than two (2) meals per day, or has unintentionally lost or gained ten (10) pounds in the past six (6) months.

EXHIBIT Q

(ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)

The purpose of this Exhibit Q is to establish required accounting, financial reporting, internal control, and contract administration 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, or supersede any laws or requirements imposed by the applicable funding sources (i.e., federal and State agencies) that may be more restrictive and/or stringent. 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 must comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Subrecipient's subcontractors must also follow these standards unless otherwise stated in this Subaward.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

Accrual Basis

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

Recorded accruals (e.g., to estimate expenditures) shall be reversed in the subsequent accounting period or when deemed appropriate in accordance with Generally Accepted Accounting Principles (GAAP).

1.2 Cash Basis

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 each Fiscal Year, and at the end of the Subaward.

- 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.) must be expensed during the appropriate Subaward Fiscal Year to the extent goods and Services are received or are applicable to that Fiscal Year.

2.0 Accounting System

Subrecipient must 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 must also maintain a Payroll Register (see Section A2.6). Postings to the General Ledger and Journals shall be made at least on a monthly basis. Subrecipient must maintain a separate Cost Center(s), which clearly identifies funds received and expended on Services provided.

2.1 General Journal

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

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

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 Cash Disbursements Journal

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

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

- Date

- Check Number
- Cash (Credit) column
- Expense Account
- 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 clearly 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.3.3 (Supporting Documentation) and B.2.4 (Credit Cards) for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of Subrecipient's programs and activities (both County and non-County programs).

2.5 Chart of Accounts

A Chart of Accounts must 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
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or 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), 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 Invoices/Billings

Subrecipient must submit an invoice/billing at least monthly to report to County the financial activity of the Program(s) as required in the 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 must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Subrecipient's accounting records or supporting documentation must 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 must 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 must 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 three (3) years and must be retained for a longer period in the case of unresolved litigation or audit.

To the extent that automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security

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

3.1 Retention

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

3.2 Encryption

Subrecipient must employ sufficient security measures to safeguard all County non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the County Agreement and [County Board Policy 5.200](#).

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

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

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

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

Reimbursement for actual receipts or per diem rates for meal expenses must 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 applicable. Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. Subrecipient must maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., itemized delivery confirmations, 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.

3.4 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Subrecipient must complete a disclosure statement identifying the nature of the affiliated, or related organization/ persons. Subrecipient must 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 of the affiliated or related

organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.

Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

3.5 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

3.6 References

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

For Subrecipients that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to County service, Subrecipient must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) of revenue. Restricted donations and other sources of revenue earmarked specifically for this Subaward must be utilized on allowable Subaward expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is County program funds, shall be

deemed restricted revenue that must be utilized on allowable expenditures, or returned to County.

5.0 Audits

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

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

6.0 Single Audit Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

7.0 Lower Tier Subawards

Subrecipient must not subcontract services without the prior written consent of the County.

Subrecipient must provide County with copies of all executed Lower Tier Subawards and must be responsible for the performance of their Lower Tier Subrecipients. At the sole discretion of County, Subrecipient may submit an electronic copy of executed Lower Tier Subawards in preference to a hardcopy.

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

Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

Subrecipient may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). Subrecipient must obtain written approval from County to establish a single 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.

The petty cash fund must be maintained on an imprest (fixed) basis. A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

2.4 Credit Cards

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.

The use of an employee's personal credit card on behalf of Subrecipient for authorized and necessary items 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.

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)

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.

3.3 Incentive Compensation

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance,

suggestion awards, safety awards), and in accordance with Subrecipient's established policy or agreement with employees. Subrecipient must maintain documentation to support incentive compensation payments to employees.

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. For purposes of establishing a reasonable level of compensation for Subrecipient's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one subaward or program, time charged to the subawards or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one (1) subaward or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Subrecipient shall not make retroactive salary adjustments for any employee without prior written approval from County's Contract Manager.

3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transaction, or reconciling bank accounts.

All employee hires, terminations or pay rate changes shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Bonding

All officers, employees, and subrecipients who handle cash or have access to Subrecipient's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Subparagraph 8.25 (Insurance Coverage) of this Subaward.

5.0 Investments

County program funds may not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of County to provide funds to Subrecipient for the purpose of providing Services required by this Subaward. Subrecipient shall use these Subaward Sums on actual expenses in an economical and efficient manner and shall ensure that these expenditures are reasonable, proper, and necessary costs of providing Services and are allowable in accordance with the following

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

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

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

- [Title 2 Code of Federal Regulations Part 200 et seq.](#)
- [Title 45 Code of Federal Regulations Part 75 et seq.](#)

1.2 Limitations on Expenditures of Subaward Sums

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

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

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

1.3 Expenses Incurred Outside the Subaward Period

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

1.4 Budget Limitation

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

1.5 Unspent Funds

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

1.6 Necessary, Proper and Reasonable

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

2.0 Allocable Expenses

When Subrecipient provides services in addition to the Services required under this Subaward, Subrecipient shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with Administrative Requirements, Subrecipient shall define its allocable expenses as either direct or indirect costs (as defined in 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 of allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

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

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

Shared 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 shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for 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 and benefits of executive officers and

administrative personnel (e.g., accounting, human resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to County program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of Subrecipient (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or Lower Tier Subrecipient payments

2.3 Acceptable Indirect Cost Allocation Methods

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

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

Subrecipient must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

Simplified Allocation Method

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

Example

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

Direct Allocation Method

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

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

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

Multiple Base Allocation Method

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

Negotiated Indirect Cost Rates

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

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

De Minimis Rate

Subrecipient that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 15% of modified total indirect costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.

2.4 Indirect Cost Limitations

Subrecipient must ensure indirect costs charged to the County program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable County, State, or federal agency.

2.5 Cost Allocation Plan

Subrecipient must submit an annual Agency-wide Cost Allocation Plan as required by the Subaward and when requested by County. The Cost Allocation Plan must be prepared in accordance with County instructions and the applicable sections of the Administrative Requirements, and include the following information:

1. Subrecipient general accounting policies:
 - Basis of accounting
 - Fiscal year
 - Method for allocating indirect costs (e.g., simplified, direct, multiple, negotiated rate, de minimis rate)
 - Indirect cost rate allocation base (e.g., direct salaries and wages, direct costs)
2. Identify Subrecipient's direct, shared, and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of Subrecipient management certifying the accuracy of the plan.

D. UNALLOWABLE COSTS

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

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

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

- Bad debts
- Contingency provisions (exceptions may include self-insurance, pension funds and reserves for normal severance pay)
- Contributions and donations rendered
- Fines and penalties (e.g., including but not limited to NSP 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.fraud.lacounty.gov
E-Mail Address:	fraud@auditor.lacounty.gov
Fraud Hotline:	(800) 544-6861
Mail:	County of Los Angeles Department of Auditor-Controller Office of County Investigations 500 W. Temple St., Suite 514 Los Angeles, CA 90012

4.0 User Complaint Report

4.1 County's staff shall complete the User Complaint Report (UCR) to report Subrecipient's non-compliance with the requirements of this Subaward. Areas of Subrecipient's non-compliance include, but are not limited to, the following:

- Subrecipient's Project Manager or other staff not responding to messages/requests from County staff.
- Subrecipient's Project Manager or other staff does not attend trainings/meetings required by County.
- Subrecipient staff changes without prior notification to County.
- Illegal or inappropriate behavior by Subrecipient's staff.
- Subrecipient not submitting reports/documents or maintaining records as required.
- Subrecipient not complying with the quality assurance requirements as specified in this Subaward.

4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Subrecipient's performance of the requirements of this Subaward in addition to being used as the basis for placing Subrecipient on probation, suspending payment, suspending this Subaward, terminating this Subaward or any other remedies that are available in this Subaward. The UCR may also be used during County's solicitation process to evaluate Subrecipient's past performance on this Subaward in addition to being used when Subrecipient requests a reference from County for purposes of applying for other grants.

**EXHIBIT R
(JOINT FUNDING REVENUE DISCLOSURE)**

List all revenue provided to Subrecipient on an annual basis (including the Subaward Sums, foundation grants, donations, etc.). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
County of LA Workforce Development, Aging and Community Services (County) Board of Supervisors	\$ 1,000.00	7/1/2025	6/30/2026
Community Development Block Grant Program (CDBG) FY 25/26 Enrichment Activities for the Elderly	\$ 40,114.00	7/1/2025	6/30/2026
Los Angeles County Aging & Disabilities Dep. OAA Title III C-1	\$ 384,500.00	7/1/2025	6/30/2026
Los Angeles County Aging & Disabilities Dep. MOCA	\$ 78,000.00	7/1/2025	6/30/2026
PAGE TOTAL	\$ 503,614.00		
	\$ 503,614.00		
GRAND TOTAL OF ALL PAGES			

City of Pomona

Subrecipient's Legal Name

Irene Mendoza

Name of Preparer (Print)

ENP252607

Subaward Number

7/24/2025

Date Prepared

EXHIBIT S
(PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS
FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)

I. GOVERNING REGULATIONS AND POLICIES

- A. If this Subaward indicates that Subrecipient may purchase Fixed Assets, Non-Fixed Assets and Supplies using Subaward Sums, pursuant to Subparagraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies) of the Subaward, Subrecipient shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Subaward Sums (i.e., Federal, State or County/local monies), Subrecipient shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:

1.0 Area Agency on Aging (AAA) Programs:

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

2.0 All Other Programs:

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

- B. Throughout this Exhibit S, references will be made to the Administrative Requirements. These references shall mean that Subrecipient shall follow Administrative Requirements that apply to Subrecipient based on the type of Program being funded through this Subaward (e.g., Area Agency on Aging Programs, etc.) and the type of entity that best describes Subrecipient's organization (e.g., non-profit, local government, educational institution, etc.).
- C. The requirements outlined in this Section I, herein, are applicable to Fixed Assets and Non-Fixed Assets. When specific requirements related to Supplies are not addressed, Subrecipient shall exercise the same due diligence and care required for the purchase, inventory and disposal of Fixed Assets and Non-Fixed Assets when Subrecipient uses Subaward Sums to purchase Supplies.
- D. In the event of any conflict or inconsistency between the requirements established in this Exhibit S and any of the governing Administrative Requirements, the conflict shall be resolved by giving precedence to the governing Administrative Requirements.

II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

A. Fixed Asset

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

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments, improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. used to conduct business under this Subaward and are not consumed/sold during the normal course of Subrecipient's business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

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

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer

system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

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

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

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

2.0 Must be ordered or purchased no later than May 31st of the Fiscal Year.

B. Non-Fixed Asset

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

1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Subsection II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc.

used to conduct business under this Subaward. Such asset must provide a direct benefit to the Program and Services.

- 1.2 Has a normal useful life of over one (1) year and has a unit acquisition cost that is less than \$5,000 but is at least \$500.
 - 1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.
 - 1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.
 - 1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would meet the requirements for the unit acquisition cost described herein.
- 1.3 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
- 1.4 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

- 1.5 Is either purchased with Subaward Sums and/or was acquired by Subrecipient under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Subaward.
 - 1.6 Must be ordered or purchased no later than May 31st of the Fiscal Year.
 - 2.0 Whatever amount is approved for the equipment must be the same amount that's reflected on the Budget.
 - 3.0 You must submit a minimum of three (3) bids when requesting approval for equipment.
- C. Usage of the Term "Assets"
- 1.0 Throughout the entirety of this Exhibit S, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in Subsection II.A (Fixed Asset), herein, and Subsection II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term "Assets" shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter "Assets").
- D. Types of Assets
- 1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.
 - 1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.
 - 1.2 Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.

- 2.0 Improvements and Betterments are products that typically do not increase the physical size of the unit.
 - 2.1 Requirements for AAA Programs and all Other Programs
 - 2.1.1 Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, lower operating costs, etc.).
 - 2.1.2 An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Subsection II.A (Fixed Asset), herein.
 - 2.1.3 Examples of Fixed Assets that might be improved or bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage and lighting systems, etc.
 - 3.0 Intangible Property is an item which lacks physical substance but gives valuable rights to the owner; and, such item can be either a Fixed Asset or a Non-Fixed Asset.
 - 3.1 The acquisition cost of the Intangible Property includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical Intangible Property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.
 - 3.2 Examples of Intangible Property include patents, copyrights, leases, computer software, etc.
 - 4.0 Hardware consists of tangible equipment including computers, printers, terminals, etc.; and, such item can be either a Fixed Asset or a Non-Fixed Asset.
- E. Supplies
- 1.0 Supplies are items which have all of the following attributes:
 - 1.1 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils,

printer cartridges, file folders, etc. (i.e., Supplies are items which are used in such a way that once used, they cannot be re-used or recovered afterward).

- 1.2 Have a unit acquisition cost that is less than \$500.
- 1.3 Are necessary for Subrecipient to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.
- 1.4 Are either purchased with Subaward Sums and/or were acquired by Subrecipient under a Predecessor Agreement(s).

III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. In some areas, the requirements are only applicable to Assets; however, Subrecipient shall exercise due diligence in the use and maintenance of Supplies when specific requirements related to Supplies are not addressed.
- B. Management of Assets and Supplies
 - 1.0 To prevent misuse, destruction or theft, Subrecipient shall exercise due diligence in its care, use, maintenance, protection and preservation of all Assets and Supplies.
 - 2.0 During the entire term of this Subaward, Subrecipient is responsible for the replacement or repair of Assets until Subrecipient has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.
 - 3.0 Subrecipient shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
 - 4.0 Subrecipient shall use Assets and Supplies for the purpose for which they are intended under this Subaward. When no longer needed for that purpose, Subrecipient shall treat them as prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.
 - 5.0 Subrecipient may share use of Assets or allow use by other programs upon prior written approval of County. As a

condition of approval, County may require payment under this Subaward for that use.

C. Loss, Destruction or Theft of Assets

1.0 Subrecipient shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Subrecipient shall report such loss, destruction or theft as follows:

1.1 Subrecipient shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.

1.2 Subrecipient shall notify County's Contract Manager by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Subrecipient shall prepare an Incident Report, as described below, which shall be provided to County's Contract Manager.

1.3 Incident Report

1.3.1 At a minimum, Subrecipient's Incident Report of such loss shall contain the following elements:

1.3.1.1 Identification of the Asset(s)

1.3.1.2 Recorded value(s) of each Asset

1.3.1.3 Facts relating to the crime

1.3.1.4 A copy of the police report, where appropriate

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

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

IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

- A. Any Asset purchased with the Federal portion of Subaward Sums, if any, and/or with Subrecipient's required matching contributions may not be depreciated or capitalized.
- B. Any Asset purchased with the non-Federal portion of Subaward Sums, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Subrecipient's acquisition policies.
- C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:
 - 1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
 - 2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Subrecipient to satisfy funding matching requirements.
 - 3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
 - 4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by Subrecipient.

V. TITLE TO ASSETS

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

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

C. Title to Vehicles

- 1.0 County retains title to vehicles that are purchased with Subaward Sums. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.
- 2.0 Vehicles shall be registered only in the name of Subrecipient. Such registration applies to all vehicles which are purchased with Subaward Sums as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Subrecipient.
- 3.0 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient shall ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and shall submit a copy of the smog certificate to County's Compliance Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Subrecipient shall provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

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

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

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

VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

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

- 1.0 Prior to purchasing or acquiring any Assets, Subrecipient must receive written approval from County authorizing the purchase when Subrecipient will use any amount of Subaward Sums to purchase the Asset. Prior approval is also required for the following:
 - 1.1 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 1.2 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- 2.0 Prior approval is not required for the purchase of Supplies. However, Subrecipient shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with Administrative Requirements.
- 3.0 Subrecipient shall submit a written request to County's Contract Manager to request authorization to purchase such Asset. Subrecipient shall submit this written request at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Asset.
- 4.0 Upon receiving written approval from County, Subrecipient shall ensure that all Asset purchases are also approved in writing by Subrecipient's Board of Directors or its Authorized Representative, before the Asset is purchased.
- 5.0 County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Asset. Once all written approvals have been received, Subrecipient shall then include the Asset in its Budget and proceed with the purchase.

6.0 Examples

- 6.1 If Subrecipient intends to purchase an item which costs \$475 and Subrecipient will use \$475 of Subaward Sums to purchase this item, prior approval is not required.
- 6.2 If Subrecipient intends to purchase an item, which costs \$550 and Subrecipient will use \$500 of Subaward Sums to purchase this item, prior written approval is required.

VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

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

- 1.0 Subrecipient shall obtain prior written approval from County (and State) in order to sell, trade-in, discard, or transfer to another entity any Asset with a unit acquisition cost of at least \$500 and/or any item which meets the standards outlined in the Subaward pertaining to Information Technology. Subrecipient shall not dispose of any Asset or Information Technology product unless/until Subrecipient receives such written approval.
- 2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval, and Subrecipient shall adhere to all County and State requirements for the disposal of these Assets/Information Technology product.
- 3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality) of the Subaward, Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement), and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit I (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 all Other Programs:
- 1.0 Subrecipient shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Subrecipient shall not dispose of any Asset unless/until Subrecipient receives such written approval.
 - 2.0 Subrecipient shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Subrecipient shall adhere to all County requirements for the disposal of these Assets.
 - 3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Subrecipient shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Subaward, Program and Client related records and information (or any information that would compromise Subrecipient's ability to adhere to the confidentiality requirements of this Subaward, including Subparagraph 7.6 (Confidentiality), Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement), and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Subaward.
 - 4.0 Upon receipt of written approval from County, Subrecipient shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

D. Necessary Prior Approval to Use Program Income from Sales Revenue

- 1.0 Subrecipient shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).
- 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 Administrative Requirements.
 - 1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.
 - 2.0 Subrecipient shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.
 - 3.0 Subrecipient shall avoid purchasing unnecessary or duplicative items. Subrecipient shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).

- 4.0 Subrecipient shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Subrecipient as well as any charges for taxes, delivery/shipping, etc.
- 5.0 Subrecipient shall only charge the true actual cost of the Asset to this Subaward. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Subaward shall not be charged by Subrecipient to another grant, program or contract.

C. Competitive Procurement

- 1.0 Subrecipient shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in Administrative Requirements.
- 2.0 Subrecipient shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.
- 3.0 Subrecipient shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.
- 4.0 Subrecipient or Subrecipient's agent who develops or drafts specifications, requirements, statements of work, invitation for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.
- 5.0 Subrecipient shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.
- 6.0 Sole Source Procurement (Non-competitive Procurement)
 - 6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.

- 6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in Administrative Requirements and at least one (1) of the following applies:
 - 6.2.1 The Asset is available only from a single source/vendor.
 - 6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.
 - 6.2.3 County provides written authorization for non-competitive procurement of the Asset.
 - 6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.
- 6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.
- 7.0 Subrecipient shall ensure that solicitations for Assets provide:
 - 7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.
 - 7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.
 - 7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.
 - 7.4 Description of specific features of "brand name" products or an equivalent that bidders are required to meet when such items are included in the solicitation.
 - 7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.

7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.

8.0 Subrecipient shall make an effort to utilize small businesses, minority-owned firms and women's business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Administrative Requirements.

D. Procurement Instrument

1.0 Subrecipient shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price subawards, cost reimbursable subawards, etc.

2.0 Subrecipient shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.

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

E. Documentation Requirements

1.0 Subrecipient shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).

2.0 Subrecipient shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).

3.0 Subrecipient shall maintain documentation of its cost/price analysis and any sole source procurement.

4.0 Subrecipient's Budget

4.1 Subrecipient shall report Assets purchased with Subaward Sums on the Budget. Prior to reporting Assets on the Budget, Subrecipient shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.

- 4.2 Assets purchased by Subrecipient shall match the Assets reported on the Budget.
 - 4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Subrecipient shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.
 - 4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Subrecipient shall submit a Budget Modification to County's Contract Manager before the end of the Fiscal Year pursuant to Subparagraph 9.9 (Modifications) of the Subaward.
- 5.0 Additional Documentation Requirements for Area Agency on Aging Programs
- 5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:
 - 5.1.1 Subrecipient shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.
 - 5.1.2 The supporting documents shall be submitted to County's Contract Manager at the same time that Subrecipient submits its invoice to County for the Asset.
- F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.
 - G. Assets purchased either wholly with the Federal share of Subaward Sums and/or with any required Subrecipient matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR ASSETS

- A. The following requirements are applicable only to Assets. However, Subrecipient shall exercise reasonable care in the maintenance and tracking of Supplies.
- B. Asset Bar Code Identification Tags

- 1.0 Subrecipient shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.
- 2.0 Subrecipient shall notify County's Contract Manager to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Subrecipient shall provide County full access to these Assets so that County can affix the tags on each Asset.

C. Inventory Tracking

- 1.0 Every two (2) years, or more frequently as requested by County, Subrecipient shall conduct a physical inventory of all Assets and shall document its activities. Subrecipient shall reconcile the results with Subrecipient's Asset accounting and inventory records.
- 2.0 Subrecipient shall investigate any difference(s) between quantities determined by the physical inspection and those shown in the accounting and inventory records to determine the causes of the difference(s).
- 3.0 As part of its inventory tracking, Subrecipient shall verify the existence, current utilization and continued need for Assets.
- 4.0 Subrecipient shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Subrecipient shall remove these Assets from its accounting and inventory records. Subrecipient shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Subaward.

D. Reporting Current Fiscal Year

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

- 4.0 Subrecipient shall ensure that the information on the supporting records match the information reflected on County's inventory records.

X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. Additionally, Subrecipient shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Subrecipient shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant to Section VII (Approval Requirements for Disposing of Assets), herein.
- B. Consistent with Federal and State regulations, Subrecipient may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in the Administrative Requirements.
- C. For purposes of this Exhibit S, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.
- D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.
 - 1.0 Salvage items include Assets which are obsolete, broken or irreparable.
 - 2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Subaward, termination of the Program, dissolution of Subrecipient's operations, or other similar circumstances.
 - 3.0 Subrecipient may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:
 - 3.1 Only after the Assets have first been offered to and declined in writing by County.
 - 3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Subrecipient. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Subrecipient employees; Subrecipient

employees' family members; entities that conduct business or have a relationship with Subrecipient; Clients; etc.

E. Disposition of Assets upon Dissolution of Subrecipient's Operations, Expiration or Termination of Subaward or Termination of Program

- 1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:
 - 1.1 After dissolution of Subrecipient's operations
 - 1.2 Upon expiration or termination of this Subaward
 - 1.3 When the Program, for which Assets were purchased, has ended
- 2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.
- 3.0 Subrecipient shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Contract Manager within the timeframe designated by County.
- 4.0 County reserves the right to require Subrecipient to transfer such Assets to another entity, including, but not limited to, State, County or another subrecipient.
- 5.0 To exercise the right referenced in Subsection X.E.4.0, herein, County will issue specific written disposition instructions to Subrecipient no later than ninety (90) days after expiration or termination of this Subaward, notification of Subrecipient's dissolution or termination of the Program.

F. Supplies

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

G. Current Fair Market Value

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

H. Sale of Assets

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

I. Transfer of Assets

- 1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.
- 2.0 Subrecipient shall transfer Assets according to this order:
 - 2.1 To another program providing the same or similar service as that provided under this Subaward.
 - 2.2 To a Federally or State-funded program.
- 3.0 After the transfer of an Asset, Subrecipient shall prepare an updated Inventory Control Form and shall submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.
- 4.0 Subrecipient shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Subrecipient shall forward copies of these receipts to County's Contract Manager along with the completed Inventory Control Form.

J. Donation of Assets

- 1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Subrecipient may proceed with this action as a method of disposing those Assets.
- 2.0 To donate Assets, Subrecipient shall:
 - 2.1 Prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.
 - 2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

2.3 Obtain liability waiver(s) for donated items. Subrecipient shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:

2.3.1 Names and addresses of Subrecipient and recipient organization.

2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.

2.3.3 Date when donation was received by recipient organization.

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

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

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

A. Subrecipient shall be under a continuing obligation throughout the entire term of this Subaward to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in Administrative Requirements.

B. Subrecipient's non-compliance with these requirements shall subject Subrecipient to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Subparagraph 9.19 (Remedies for Non-Compliance) of the Subaward. County may also impose the following remedies as warranted by the non-compliance:

1.0 Disallow the cost for Assets purchased without prior written approval

2.0 Require Subrecipient to remit payment for Assets which are not properly disposed or inventoried

- 3.0 Remove those Assets from Subrecipient which are not properly maintained pursuant to the requirements outlined herein.

XII. RECORDKEEPING

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

EXHIBIT T (LIST OF LOWER TIER SUBAWARDS)**Subrecipient's Legal Name:**

City of Pomona

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

☒ Subrecipient intends to use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services (details are provided in the chart below).

☐ Subrecipient will not use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services.

Lower Tier Subrecipient			Description of Services to be Performed
Legal Name	Address	Contact Person's Name and Phone Number	
TRIO Community Meals LLC	101 N. Tryon Street, Suite 525, Charlotte, NC 28202	Victor Carranza (818) 564-3028	☒ Congregate Meal Services ☐ Home-Delivered Meal Services ☐ Other (if applicable): Click here to enter text.
		Click here to enter phone number.	

If you need to report additional Lower Tier Subrecipients, use this Exhibit T and include page numbers on each completed Exhibit T as follows: Page 1 of X, Page 2 of X, Page 3 of X, etc. (where 'X' represents the total number of completed forms).

**EXHIBIT U (CERTIFICATION OF COMPLIANCE WITH
COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM)**

Select the certification below that is applicable to Subrecipient's (that is, Contractor's) organization:

- ☐ Contractor is familiar with the terms of the Los Angeles County Code Chapter 2.206 (Defaulted Property Tax Reduction Program). To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation. Contractor agrees to comply with County's Defaulted Property Tax Reduction Program during the term of Subaward (that is, Contract).
- ☒ Contractor is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

Declaration

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

City of Pomona

Subrecipient's Legal Name

Elderly Nutrition Program Services

Title of Program Services

Anita Scott

Name of Authorized Representative

Authorized Representative's Signature

City Manager

Title of Authorized Representative

Date