



CYNTHIA D. BANKS
Director

**COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY**

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
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April 14, 2009

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ALLOCATE FUNDS AND RECOMMEND CONTRACT AWARDS FOR
THE ADULT PROTECTIVE SERVICES (APS) EMERGENCY SHELTER PROGRAM
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Approval to allocate and execute contracts with 11 APS Shelters as a result of a Request for Statement of Qualifications (RFSQ). This program is a State-mandated program as required by the California Welfare and Institutions Code Section 15763. The shelter facilities are located throughout Los Angeles County and are licensed by the State to provide care and supervision to at-risk vulnerable elders and dependent adults.

IT IS RECOMMENDED THAT THE BOARD

1. Approve funding allocations in the amount of \$300,000 per year, which will be used for the service providers as indicated on Attachment I, effective July 1, 2009 through June 30, 2012.
2. Delegate authority to the Director of Community and Senior Services (CSS), or designee, to execute Master Agreements, substantially similar to the attached Master Agreement (Attachment II), with the 11 shelters indicated on Attachment I in the amounts indicated for the provision of APS Emergency Shelter program services effective July 1, 2009 through June 30, 2012, with an option to extend the Agreement for up to two 12-month periods, based upon Contractors' performance, funding availability, and community needs.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 APRIL 14, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

3. Delegate authority to the Director of CSS, or designee, to execute contract amendments to increase or decrease original contract amounts, based on contractors' performance and availability of funding, provided that: a) approvals of County Counsel and the Chief Executive Office (CEO) are obtained prior to any such amendment; and b) the Director of CSS, or designee, confirms in writing to the Board of Supervisors and the CEO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.
4. Delegate authority to the Director of CSS, or designee, to approve future allocations from the State Community Services Block Grant funding provided by the Department of Public Social Services (DPSS) through intra-fund transfers, based on availability of funds for up to two 12-month periods.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable CSS to continue operation of the APS Emergency Shelter program. This program is a State-mandated program as required by the California Welfare and Institutions Code Section 15763. The shelter facilities are located throughout Los Angeles County and are licensed by the State to provide care and supervision to at-risk vulnerable elders and dependent adults.

Performance Measures

The performance evaluation is aligned with the County's *Performance Counts!* Initiative. The standard of performance measurement for program effectiveness is indicated by clients achieving the following positive outcome:

- Elimination of immediate risk/danger to client while receiving shelter services.

The department will assess the agencies' performance through its analysis of program reports produced by the APS Planning Unit.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal #1: Operational Effectiveness.

FISCAL IMPACT/FINANCING

The APS Emergency Shelter Program is fully financed by the State's Adult Protective Services and Community Services Block Grant funding, which is provided by DPSS through intra-fund transfers. There is no impact to the County general fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide APS Emergency Shelter Services to APS clients. To do this, CSS contracts with Residential Care Facilities. The clients placed in these facilities are abused or neglected elders and physically or mentally disabled adults who need to be moved from their homes (or location) to a safe environment until their problems can be resolved. Services include providing an individual bed and all necessary meals and medications as needed, transportation to the APS shelter for admission, any or all hospital/doctors' office visits for medical assessments, emergency clothing and other emergency services authorized by the APS Social Worker. About 10-11 clients are placed monthly for an average of 11 days per month. The number of clients who received services through this program for FY 2007-08 was 154.

The current contracts are scheduled to expire on June 30, 2009. CSS released an Request for Statement of Qualifications (RFSQ) on December 31, 2008 to solicit applicant agencies to provide APS shelter services for a three-year funding cycle for the period July 1, 2009 through June 30, 2012.

CONTRACTING PROCESS

The current contracts are scheduled to expire on June 30, 2009. On December 31, 2008, CSS released a RFSQ soliciting applicant agencies to provide Adult Protective shelter-based services for three years effective July 1, 2009 through June 30, 2012 with an option to renew for two 12-month periods subject to agencies' performance, availability of funds, and community needs.

A total of 11 shelters submitted Statement of Qualifications (SOQs) in response to the RFSQ. All 11 of these agencies listed in Attachment I were successful in the RFSQ process and are being recommended for funding.

Although there are no contractors in the First District, this does not limit the level of services provided to that District. This is because APS Social Workers are able to transport their clients to any APS shelter in the County that can accommodate the clients' needs.

Monitoring

CSS will ensure that all approved contractors are monitored relative to contract compliance and administrative, programmatic and fiscal requirements. The APS agreement is a performance-based, cost-reimbursement master agreement and all service providers are required to submit costs associated with completion of tasks in the statement of work. All providers will be monitored for programmatic compliance through the CSS Contract Compliance Division.

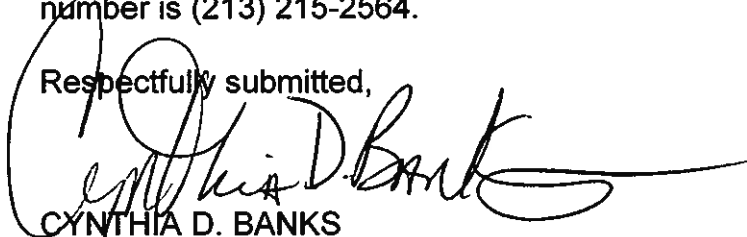
IMPACT ON CURRENT SERVICES

Continuation of the APS Shelter services will allow agencies to provide care and supervision to at-risk, vulnerable seniors and dependent adults.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to Ms. Carol Domingo, CSS, 3175 West Sixth Street, Room 403, Los Angeles, CA 90020. If you need to contact Ms. Domingo, her number is (213) 215-2564.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Cynthia D. Banks', with a long horizontal flourish extending to the right.

CYNTHIA D. BANKS

Director

Attachments

c: Raymond G. Fortner, Jr., County Counsel
Sachi A. Hamai, Executive Officer
Wendy Watanabe, Auditor Controller

**ADULT PROTECTIVE SERVICES (APS) EMERGENCY SHELTERS
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FUNDING RECOMMENDATIONS**

No.	Agencies	Sup District	Amount Recommended
1	MANOR HOUSE	2	\$35,000
2	CRISP ADULT RESIDENTIAL FACILITY #2	2	\$20,000
3	CRISP RESIDENTIAL FACILITY (INGLEWOOD)	2	\$20,000
4	CRISP RESIDENTIAL (LOS ANGELES)	2	\$20,000
5	BEL AIR GUEST HOME	3	\$20,000
6	WESTERN FERNDALE BOARD CARE HOME	3	\$20,000
7	PALOS VERDES VILLA RETIREMENT HOME	4	\$30,000
8	REGENT VILLA RETIREMENT HOME	4	\$40,000
9	COUNTRY VIEW RETIREMENT HOME	5	\$40,000
10	MANOR HOUSE OF ANTELOPE VALLEY	5	\$20,000
11	NORTHLAKE VILLAS	5	\$35,000
Total			\$300,000



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

COMMUNITY AND SENIOR SERVICES

AND

(CONTRACTOR)

FOR

**ADULT PROTECTIVE SERVICES (APS)
EMERGENCY SHELTER PROGRAM SERVICES**

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
ADULT PROTECTIVE SERVICES
EMERGENCY SHELTER SERVICES PROGRAM
MASTER AGREEMENT PROVISIONS

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STANDARD EXHIBITS:

- EXHIBIT A: STATEMENT OF WORK
- EXHIBIT B: BUDGET SUMMARY PAGE
- EXHIBIT C: PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART
- EXHIBIT D: ATTACHMENTS

- | | |
|----------------|---|
| Attachment I | Contractor's Administration |
| Attachment II | County's Administration |
| Attachment III | Charitable Contribution Certification |
| Attachment IV | Internal Revenue Notice 1015 |
| Attachment V | County of Los Angeles Contractor Employee Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program) |

Attachment VI	Safely Surrendered Baby Law Fact Sheet
Attachment VII	Contractor's Equal Employment Opportunity (EEO) Certification
Attachment VIII	Contractor Employee Acknowledgement and Confidentiality Agreement
Attachment IX	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI	User Complaint Report (UCR)
Attachment XII	Cost Allocation
Attachment XIII	Joint Revenue Disclosure
Attachment XIV	Contractor's Obligation As A "Business Associate" Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment XV	Fixed Assets/Equipment Purchase Requirements
Attachment XVI	Inventory Control Form
Attachment XVII	Contractor Employee Jury Service Ordinance

Master Agreement Number: _____

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

AND

FOR

THE PROVISION OF ADULT PROTECTIVE SERVICES
EMERGENCY SHELTER PROGRAM SERVICES

This Master Agreement made and entered into this ____ day of XXXXX, 2009 by and between the County of Los Angeles Community and Senior Services hereinafter referred to as COUNTY and

_____ hereinafter referred to as CONTRACTOR, to provide Adult Protective Services Emergency Shelter-Based Program Services.

RECITALS

WHEREAS, the COUNTY has made funds available from the State General Fund to prevent the abuse, neglect and exploitation of Elders and Dependent Adults through the Adult Protective Services (APS) Emergency Shelter Services Program;

WHEREAS, the COUNTY, pursuant to Welfare and Institutions Code (WIC) 15763(a) (2) ordered establishment of a state-wide Emergency Shelter Program;

WHEREAS, the COUNTY, pursuant to California Government Code Sections 26227 and 31000 may contract for Adult Protective Services Emergency Shelter Services;

WHEREAS, the COUNTY has selected the CONTRACTOR to provide services, as specified in Code Section 15763 (a)(2), to Elders and Dependent Adults who are victims of abuse and neglect;

WHEREAS, on xxxxxxxxxx the Los Angeles County Board of Supervisors (Board of Supervisors) authorized the Director of Los Angeles County Department of Community and Senior Services (CSS), or designee, to enter into a Master Agreement with CONTRACTOR for the purpose of providing basic program services to Elders and Dependent Adults who are victims of abuse and neglect, and who reside in Los Angeles County.

WHEREAS, the CONTRACTOR desires to participate in such a program and has warranted its qualifications to provide services set forth in California Welfare and Institutions Code 15763 (a)(2) and in this Master Agreement;

WHEREAS, this Master Agreement is therefore authorized under California Government Code Section 31000, which authorizes the Board of Supervisors to contract for special services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Master Agreement and the Exhibits hereto, constitute 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 Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Part II, Section 10.0, Change Notices and Amendments, and signed by both parties.
- 1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVII set forth below, are attached to and incorporated by reference in this Master Agreement.
- 1.3 The headings, page numbers, sections, and subsection numbers contained in this Master Agreement are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Master Agreement, Statement of Work, Exhibits, and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows:
 - 1) Master Agreement
 - 2) Exhibit A, Statement of Work
 - 3) Exhibit B, Budget
 - 4) Exhibit C, Performance Requirement Summary (PRS) Chart

5) Exhibit D, Attachments, in the following order:

- Attachment I. CONTRACTOR's Administration
- Attachment II. COUNTY's Administration
- Attachment III. Charitable Contributions Certification
- Attachment IV. Internal Revenue Notice 1015
- Attachment V. County of Los Angeles CONTRACTOR Employee Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
- Attachment VI. Safely Surrendered Baby Law Fact Sheet
- Attachment VII. CONTRACTOR's Equal Employment Opportunity (EEO) Certification
- Attachment VIII. Contractor Employee Acknowledgement and Confidentiality Agreement
- Attachment IX. Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Attachment X. Auditor-Controller Contract Accounting and Administration Handbook
- Attachment XI. User Complaint Report (UCR)
- Attachment XII. Cost Allocation
- Attachment XIII. Joint Revenue Disclosure
- Attachment XIV. CONTRACTOR's Obligation As A "Business Associate" Under the Health Insurance Portability and Accountability Act (HIPAA)
- Attachment XV. Fixed Assets/Equipment Purchase Requirements
- Attachment XVI. Inventory Control Form
- Attachment XVII. Contractor Employee Jury Service Ordinance

2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Master Agreement" (or "Agreement"): Agreement/contract executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work, Exhibit B, Budget, Exhibit C, PRS Chart.
- B. "CONTRACTOR" The sole proprietor, partnership, or corporation that has entered into this Master Agreement with the COUNTY to perform or execute the work covered in Exhibit A, Statement of Work.
- C. "COUNTY's Contract Program Manager" (CPM): Person designated by COUNTY to have authority for COUNTY on contractual or administrative matters relating to this Master Agreement.
- D. "COUNTY's Contract Compliance Manager" (CCM): Person designated by COUNTY to have authority for oversight of monitoring activities, compliance with the requirements of this Master Agreement, and the delivery of services.
- E. "Day" or "Days": Calendar day(s) unless otherwise specified.
- F. "CSS": COUNTY's Department of Community and Senior Services.
- G. "Director": COUNTY's Director of Community and Senior Services or his/her authorized designee.
- H "Fiscal Year(s)": The twelve (12) month period beginning July 1st and ending the following June 30th.
- I. "Program": The State or Federal grant program(s) under which CONTRACTOR receives funds under the terms of this Master Agreement and hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations, and guidelines during the term of this Master Agreement.
- J. "Subcontract": A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

3.0 TERM AND TERMINATION

- 3.1 The term of this Master Agreement shall commence on July 1, 2009 or the day after approval by the Los Angeles County Board of Supervisors

(Board of Supervisors), whichever is later, and shall continue through June 30, 2010, unless terminated earlier or extended, in whole or in part, as provided in this Master Agreement.

- 3.2 COUNTY shall have the sole option to extend the Agreement term for up to two (2) additional twelve (12) month periods, for a maximum contract term of three (3) years. Each such extension shall be at the sole discretion of the Director of Community and Senior Services.
- 3.3 Contingent upon available funding, the term of an Agreement may be extended beyond the slated expiration date, on a month-to-month basis, for a period of time not to exceed six (6) months, if such extension is necessary to complete the negotiation or solicitation of a new Master Agreement document. All terms of the Agreement shall remain in effect for the duration of the extension.
- 3.4 CONTRACTOR shall notify COUNTY when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 8.0, Notices, of this Master Agreement.

4.0 WORK

- 4.1 Pursuant to the provisions of this Master Agreement, the CONTRACTOR shall fully perform all necessary basic program services to Elders and mentally or physically Dependent Adults who are victims of abuse or neglect, as set forth in this Master Agreement, and the Exhibit A, Statement of Work.
- 4.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

5.0 CONTRACT SUM

- 5.1 The Master Agreement is a firm-fixed price agreement.
- 5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, sub-contract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.

- 5.3 The total amount payable under the term of this Master Agreement is \$XXXXXXXXX hereinafter referred to as the "Maximum Contract Sum". The maximum cost/price allotted per Client as approximately \$3,000 (e.g. if a Contractor receives \$40,000 annually for the provision of services, it must serve a minimum of 13 clients).
- 5.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Master Agreement. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 8.0, Notices, of this Master Agreement.

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Master Agreement. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Master Agreement.

- 5.5 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Master Agreement, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased or decreased pursuant to Part II, Section 10.0, Change Notices and Amendments, hereof, "Amendments", CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

6.0 INSURANCE REQUIREMENTS

6.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Master Agreement, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

6.1.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Community and Senior Services
Attention: Carol Domingo, Program Manager
Contract Management Division
3175 W. Sixth Street, Room 403
Los Angeles, CA 90020

Prior to commencing services under this Master Agreement, such certificates or other evidence shall:

- 6.1.1.1 Specifically identify this Master Agreement;
- 6.1.1.2 Clearly evidence all coverage required in this Master Agreement;
- 6.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 6.1.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Master Agreement; and
- 6.1.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained

losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

6.1.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A: VII unless otherwise approved by COUNTY.

6.1.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Master Agreement upon which COUNTY may immediately terminate or suspend this Master Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

6.1.4 **Notification of Incidents, Claims, or Suits CONTRACTOR shall report to COUNTY:**

6.1.4.1 Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

6.1.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Master Agreement.

6.1.4.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY's "Non-employee Injury Report" to COUNTY's Contract Compliance Manager.

6.1.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the

terms of this Master Agreement.

- 6.1.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.
- 6.1.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all Subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:
- CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
 - CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

6.2 INSURANCE COVERAGE REQUIREMENTS

- 6.2.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

- 6.2.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- 6.2.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones

Act or any other federal law for which CONTRACTOR is responsible.

6.2.4 In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

6.2.5 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Master Agreement.

6.2.6 **Crime Coverage:** A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, and other property, as applicable to this Master Agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. CONTRACTOR shall be required to provide COUNTY with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with CONTRACTOR (named insured) and include CONTRACTOR and COUNTY's name/address and the signature/date of the insurance representative.

7.0 INVOICES AND PAYMENTS

7.1 CONTRACTOR shall invoice COUNTY only for the direct and indirect costs incurred in the prevention of abuse of Elders and mentally or physically ill Dependent Adults: deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Master Agreement. CONTRACTOR's payments shall be as provided in Exhibit B, Budget, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

7.2 CONTRACTOR's invoices shall be priced in accordance with Exhibit B, Budget.

7.3 CONTRACTOR shall submit monthly invoices to COUNTY no later than the 10th calendar day of the month following the month of service, (i.e., billing month), an invoice in arrears for services rendered in the previous month. In the event that the 10th calendar day falls on a Saturday, Sunday or national holiday, CONTRACTOR shall submit the invoice by the following business day. COUNTY reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines. Any invoice submitted more than thirty (30) days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Master Agreement, CONTRACTOR and COUNTY agree that COUNTY shall have no obligation whatsoever to pay any past due invoices.

7.4 COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted, provided that sufficient funds remain available under this Master Agreement. The same time frames provided in Subsection 7.3 above shall also apply to the submission of CONTRACTOR's final invoice.

7.4.1 Authorization for Adjustments to Monthly Billings:

CONTRACTOR shall submit monthly invoices for all service categories provided in the month following the month in which services were rendered. In the event that a CONTRACTOR invoice requires modification or revision due to billing/reporting error, CONTRACTOR shall obtain prior permission from COUNTY before revising. Authorization for the resubmission and payment of invoices is at the sole discretion of the CSS Contracts Management Division and CSS Program Accounting Division, respectively.

7.4.2 Quarterly Submission of Adjustments: In the event that CONTRACTOR is authorized to make adjustments/revisions to invoices, the revisions shall be made and reported on a quarterly basis using the designated authorization form established by COUNTY.

7.4.2.1 CONTRACTOR shall complete an authorization form by listing all adjustments requested for the quarter. This form shall be submitted to COUNTY prior to CONTRACTOR billing for the first month in the quarter following the adjustment month(s). For example: adjustments for the billing months of July and August will be requested when preparing the October billing.

7.4.2.2 Upon COUNTY approval of the request for invoice revision, CONTRACTOR shall report these adjustments using the invoice for the first billing month of the subsequent quarter (i.e., adjustments are permitted during the billing months of October, January, April and June) any adjustments requested beyond these periods indicated will not be authorized.

7.4.2.3 Once the adjustment(s) has been approved/ authorized by COUNTY and CONTRACTOR has submitted it as part of its invoice/billing, no other adjustments can be requested for that same quarter. During the last quarter, all adjustments for the months of April and May can be requested and, if approved, invoiced with the June billing. COUNTY will not authorize adjustments for the last quarter unless a request for said adjustment is submitted by CONTRACTOR as part of the June billing.

<u>Adjustment(s) to the billing for the months of:</u>	<u>Shall be requested and reported by the Billing month of:</u>
July-September	October
October-December	January
January-March	April
April	June

7.4.2.4 Approval of Requests: Upon COUNTY approval of CONTRACTOR's request for revision, CONTRACTOR shall prepare the invoice, which incorporates the authorized adjustments. CONTRACTOR shall report data for current billing period by taking the current units served and adding/subtracting the COUNTY approved adjustments. CONTRACTOR shall ensure that all data reported is tracked and recorded accurately to preclude errors in billing. CONTRACTOR shall be responsible for maintaining all supporting documentation for monitoring and auditing purposes consistent with Part II, Section 62.0, Records.

7.5 All invoices under this Master Agreement shall be submitted in duplicate to the following address:

Community and Senior Services
Attn: Kathy Pouncey, Program Accounting Unit
3175 West Sixth Street, Box 8
Los Angeles, CA 90020

- 7.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY's Contract Program Manager prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.
- 7.7 Expenditures made by CONTRACTOR in the operation of this Agreement shall be in compliance and conformity with the Office of Management and Budget (OMB) Circular(s). CONTRACTOR is responsible for obtaining the most recent version of this Circular, which is available online via Internet at: <http://www.whitehouse.gov/omb/circulars/index.html>.
- 7.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that CONTRACTOR is not in default under any provision of this Master Agreement. COUNTY has no obligation to pay for any work except those services expressly authorized by this Master Agreement.
- 7.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number to COUNTY.
- 7.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 7.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum

Contract Sum and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

7.12 Failure to submit required documents may result in suspension of payments.

8.0 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment I – CONTRACTOR’s Administration and Attachment II – COUNTY’s Administration. Addresses may be changed by either party with ten (10) business days prior written notice thereof to the other party. CSS Director, or her/his designee, shall have the authority to issue all notices or demands required or permitted by COUNTY under this Master Agreement.

9.0 PROPERTY

9.1 Unless otherwise provided for in this Section 9.0, property refers to all assets, capitalized or non-capitalized, used in operation of this Master Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, and typing ribbons, file folders, etc.

9.2 Property meeting all of the following criteria is subject to the capitalization requirements. Such property must:

9.2.1 Have a normal useful life of at least one (1) year;

9.2.2 Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets, which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and

9.2.3 Be used to conduct business under this Master Agreement.

9.2.4 Capitalized property shall be referred to as “equipment” under this Master Agreement.

9.3 Non-capitalized property are those items which do not meet all four (4) requirements in Subsection 9.2 above.

9.4 Additions, improvements, and betterments to assets meeting all of the conditions in Subsection 9.2 above must be capitalized. Additions

typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- 9.5 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible 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.
- 9.6 CONTRACTOR shall record the following information when property is acquired:
 - 9.6.1 Date acquired;
 - 9.6.2 Property description (include model number);
 - 9.6.3 Property identification number (serial number);
 - 9.6.4 Cost or other basis of valuation;
 - 9.6.5 Fund source; and
 - 9.6.6 Rate of depreciation (or depreciation schedule), if applicable.
- 9.7 CONTRACTOR shall keep track of property purchased with Master Agreement funds, whether capitalized or not. CONTRACTOR shall submit to COUNTY, upon request and annually with the Expenditure Closeout Report, a current inventory of property furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Master Agreement or any predecessor agreement for the same purpose. CONTRACTOR shall maintain an annual inventory of property furnished or purchased by the Subcontractor with funds awarded under the terms of this Master Agreement or any predecessor agreement for the same purpose. CONTRACTOR shall reference Exhibit D, Attachment XV, "Fixed Assets/Equipment Purchase Requirements" document and use Attachment XVI, "Inventory Control Form" to report property to the COUNTY.

- 9.8 Prior to disposal of any property purchased by CONTRACTOR with funds from this Master Agreement or acquired by CONTRACTOR under any predecessor agreement for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference Attachment XV," Fixed Assets/Equipment Purchase Requirements", to dispose of property.
- 9.9 CONTRACTOR shall immediately report the loss, destruction, or theft of property purchased with funds from this Master Agreement or acquired by CONTRACTOR under any predecessor agreement for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss, destruction, or theft of such property. Such documentation shall be provided to COUNTY within five (5) days following such loss, destruction, or theft and should be mailed to the attention of CPM at:
- Community and Senior Services,
Contract Management Division,
3175 West Sixth Street, Box 24,
Los Angeles, CA 90020.
- 9.10 COUNTY reserves title to all grant-purchased or financed property not fully consumed in the performance of this Master Agreement, unless otherwise required by State or Federal law or regulations or as otherwise agreed by the parties.
- 9.11 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property purchased with funds from this Master Agreement or acquired by CONTRACTOR under any predecessor agreement for the same purpose during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property.
- 9.12 In the event of CONTRACTOR's dissolution or upon termination of this Master Agreement, CONTRACTOR shall provide a final property inventory to COUNTY. COUNTY reserves the right to require CONTRACTOR to transfer such property to another entity, including but not limited to the COUNTY or the State.
- 9.13 To exercise the above right, no later than 140 days after termination of the Master Agreement or notification of the CONTRACTOR's dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.

- 9.14 CONTRACTOR shall use property purchased with funds from this Master Agreement, or acquired by CONTRACTOR under any predecessor agreement for the same purpose, for the purpose for which it was intended under the Master Agreement. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY, for other purposes in this order:
- 9.14.1 Another program providing the same or similar service; or
- 9.14.2 State-funded program.
- 9.15 CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of COUNTY. As a condition of the approval, COUNTY may require reimbursement under this Master Agreement for its use.
- 9.16 CONTRACTOR shall not use equipment or supplies acquired under this Master Agreement with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 9.17 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in Exhibit B, Budget.
- 9.18 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only.
- 9.19 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant funds received through COUNTY during this, or any previous, Master Agreement period.

10.0 MONITORING

- 10.1 COUNTY will monitor CONTRACTOR services under this Contract on a Quarterly basis and may conduct unannounced site visits to ensure contract compliance. Results of the monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance.
- 10.2 Monitoring activities may include, but are not limited to, interviewing CONTRACTOR employees and program participants and entering any premises or any site in which any of the program services or activities funded are being conducted, or in which any records of CONTRACTOR are kept. All information will be maintained in a confidential manner in accordance with any and all Federal, State and Local laws.

**PART II
COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
STANDARD TERMS AND CONDITIONS**

1.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration information referenced in the following Subsections is designated in Exhibit D, Attachment II, COUNTY'S Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown, Exhibit D Attachment II.

1.1 COUNTY's Contract Program Manager (CPM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Master Agreement.

The responsibilities of COUNTY's CPM include:

1.1.1 Meeting with CONTRACTOR's Program Director and Shelter Manager on a regular basis;

1.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;

1.1.3 Ensuring that the objectives of this Master Agreement are met;

1.1.4 Making changes in accordance with Part II, Section 10.0, "Change Notices and Amendments" ; and

1.1.5 Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

COUNTY's CPM is not authorized to make any changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

1.2 COUNTY's Contract Compliance Manager (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Master Agreement and the delivery of services.

2.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

2.1 CONTRACTOR's Program Director and Shelter Manager

2.1.1 CONTRACTOR's Program Director and Shelter Manager are designated in CONTRACTOR's Administration, Attachment I. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Program Director and/or Shelter Manager

2.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities, as related to this Master Agreement, and shall coordinate with COUNTY's CPM on a regular basis. The Program Director must be reachable during normal business hours and speak fluent English.

2.1.3 CONTRACTOR's Shelter Manager shall be responsible for CONTRACTOR's daily and nightly shelter operations, and must be reachable and communicate in fluent English

2.2 CONTRACTOR's Staff Identification

2.2.1 CONTRACTOR shall provide all staff providing services under this Agreement with a photo identification badge.

2.3 Background and Security Investigations

2.3.1 At any time prior to or during term of this Master Agreement, COUNTY may require that all CONTRACTOR staff performing work under this Master Agreement undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Master Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. All results of background investigation must be retained in employee files.

2.3.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on this Master Agreement at any time during the term of this Master Agreement. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

2.3.3 COUNTY may immediately (at the sole discretion of COUNTY), deny or terminate facility access to CONTRACTOR's staff that does not pass such investigation(s) to the satisfaction of

COUNTY whose background or conduct is incompatible with COUNTY facility access.

- 2.3.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection 2.3 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

3.0 ALLEGATIONS OF FRAUD AND/OR ABUSE

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), COUNTY reserves the right to withhold ten percent (10%) of the Maximum Contract Sum or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by CCM that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

4.0 AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, CONTRACTOR's program.

5.0 ASSIGNMENT AND DELEGATION

5.1 CONTRACTOR shall not assign its rights or delegate its duties under this Master Agreement, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.

5.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Master Agreement, such disposition is an assignment requiring the prior written

consent of COUNTY in accordance with applicable provisions of this Master Agreement.

- 5.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

6.0 AUDIT SETTLEMENT

If, at any time during the term of the Master Agreement or within five (5) years after the expiration or termination of the Master Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by CONTRACTOR to COUNTY by cash payment, or 2) at COUNTY's option, credited against any future payments due by the COUNTY, to CONTRACTOR, whether under this Master Agreement or otherwise. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Master Agreement exceed the funds appropriated by COUNTY for the purpose of this Master Agreement.

7.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Master Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Master Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

8.0 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal 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 Master Agreement correspondingly for that fiscal

year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by CONTRACTOR under this Master Agreement shall also be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Master Agreement.

9.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and/or making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, 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 or federally funded contracts. Further by executing this Master Agreement, CONTRACTOR certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Master Agreement, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Master Agreement upon which COUNTY may immediately terminate or suspend this Master Agreement.

10.0 CHANGE NOTICES AND AMENDMENTS

This Master Agreement fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Master Agreement must be by means of a separate written document approved by COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Master Agreement in any way. COUNTY may make a unilateral modification to this Contract at any time if required by COUNTY, State, or Federal law or regulations, State law or policy, and/or COUNTY policy. COUNTY shall give CONTRACTOR ten (10) days prior written notice, delivered by certified mail, of its intent to make such changes and amendments hereunder. Furthermore, to the extent that funding for the program is eliminated or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.

COUNTY reserves the right to change any portion of the Master Agreement. Any such revision shall be accomplished in the following manner:

- 10.1 The COUNTY reserves the right to initiate Change Notices for any change which does not affect the scope of work or any other term or condition included under this Agreement. For all such changes, a Change Notice shall be prepared and signed by the CPM and the CONTRACTOR.
- 10.2 For any revision, which affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Master Agreement shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR.
- 10.3 The COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be prepared and executed by the CONTRACTOR and by CSS.
- 10.4 The Director of CSS or the COUNTY's Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Part I, Section 3.0, Term and Termination, of this Master Agreement. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an amendment to the Master Agreement shall be prepared and executed by the CONTRACTOR and by CSS.
- 10.5 CONTRACTOR requests for modifications, either budgetary or programmatic, will not be accepted during the first two (2) months of the Contract period (except where a written waiver is requested by CONTRACTOR and accepted by COUNTY). Such requests shall not be submitted to COUNTY more than once in each quarter except where a written waiver has been received by COUNTY.

11.0 CHILD/ELDER ABUSE/FRAUD PREVENTION REPORTING

- 11.1 CONTRACTOR staff working on this Master Agreement shall comply with California Penal Code (PC) Section 11164, et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and

Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

- 11.2 CONTRACTOR staff working on this Master Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of Elders and Dependent Adults either to an appropriate COUNTY Adult Protective Services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 11.3 CONTRACTOR staff working on this Master Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

12.0 CLEAN AND SAFE FACILITIES

CONTRACTOR understands and agrees that, for the duration of this Master Agreement, CONTRACTOR shall ensure that each CONTRACTOR facility (shelter location) and environment (e.g. beds, living area, bathrooms, etc.) for the client is clean and safe. Failure to do so will result in the suspension of this Master Agreement pursuant to Part II, Section 72.0, Suspension of Contract.

13.0 COMPLAINTS

13.1 CONTRACTOR shall establish a written procedure to resolve client grievances, Attachment XI, incorporating Exhibit HH, User Complaint Report (UCR). At the request of COUNTY's Contract Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) business days from the date of the request.

13.1.1 General Grievance Procedures

- (a) CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Such procedures must be approved by COUNTY within fifteen (15) business days after Master Agreement effective date. CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating, and responding to user complaints.
- (b) If, at any time, CONTRACTOR wishes to change their user complaint policy, CONTRACTOR shall submit changes to COUNTY for approval before implementation.

- (c) If COUNTY requests changes in CONTRACTOR's policy CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- (d) CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's CPM of the status of the investigation within five (5) business days of receiving the complaint.
- (e) When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- (f) Copies of all written responses shall be sent to CPM within three (3) business days of mailing to the complainant.

14.0 COMPLETION OF CONTRACT

Sixty (60) calendar days (or less if notified by COUNTY), prior to expiration of this Master Agreement, CONTRACTOR shall allow COUNTY, and/or newly selected contractors, a transition period for orientation purposes and to ensure the orderly transition of CONTRACTOR's current services to COUNTY or newly selected contractor without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Master Agreement. If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold up to 100 percent (100%) of the last two (2) month's payments owed CONTRACTOR.

15.0 COMPLIANCE WITH APPLICABLE LAW

15.1 In the performance of this Master Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

15.2 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 15.0 shall

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

- 15.3 CONTRACTOR certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). CONTRACTOR shall be responsible for any relevant changes in the law, including but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. CONTRACTOR shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.
- 15.4 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 15.5 Failure by CONTRACTOR to comply with such laws and regulations shall be material breach of this Contract and may result in termination of this Contract.

16.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, sex, sexual orientation, 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. CONTRACTOR shall comply with Exhibit D, Attachment VII, CONTRACTOR's EEO Certification.

17.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

17.1 This Master Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090—(County Code), a copy of which is attached as Exhibit D, Attachment V, and incorporated by reference into and made part of this Master Agreement.

17.1.1 Written Employee Jury Service Policy

17.1.1.1 Unless CONTRACTOR has demonstrated to the 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 shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

17.1.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a master agreement or contract with COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY master agreements/contracts, or

subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Master Agreement, the Subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the Master Agreement.

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

17.1.1.4 CONTRACTOR's violation of this Section of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Master Agreement and/or bar CONTRACTOR from the award of future COUNTY

Master Agreements for a period of time consistent with the seriousness of the breach.

18.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Master Agreement and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the COUNTY, State, and all applicable provisions of COUNTY, State, and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Master Agreement, including but not limited to, performance documentation, reporting, audit, and evaluation requirements, shall be a material breach of this Master Agreement and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

19.0 CONFIDENTIALITY

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

19.2 CONTRACTOR shall maintain the confidentiality of any information regarding a program participant(s)/client(s), and the immediate family of any Applicant or participant, that identifies or may be used to identify them and which may be obtained through application forms, interviews, and tests, reports from the public agencies or counselors, or any other source. CONTRACTOR shall not divulge such information without the permission of the program participant(s)/client(s), and upon agreement by CPM, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to program monitoring of the performance, operation or evaluation of this Master Agreement. Such information may be divulged to authorized governmental authorities to the extent necessary for the proper monitoring and administration of the program and permissible by law.

19.3 CONTRACTOR shall notify COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. CONTRACTOR shall not release said information without COUNTY's approval.

19.4 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims,

demands, damages, liabilities, losses, costs and expenses, including with limitation, defense costs and legal, accounting and other expert consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, it's officers, employees, agents, or subcontractors, to comply with this Section 19.0 as determined by the COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 19.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide the COUNTY with full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUTNY without COUNTY's prior written approval.

- 19.5 Data (information) received from State departments/agencies is confidential when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a "need-to-know" basis, as specifically authorized in this Master Agreement. CONTRACTOR agrees to instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). CONTRACTOR agrees to store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to COUNTY and/or all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by COUNTY and thereafter must be used. Approved methods may include shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event shall said information be disclosed to any individual outside of CONTRACTOR staff, and/or their employees.
- 19.6 CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

- 19.7 CONTRACTOR shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to Exhibit D Attachment IX "Contractor Non-Employee Acknowledgment and Confidentiality Agreement".
- 19.8 CONTRACTOR shall cause each of CONTRACTOR's employees to sign and adhere to Exhibit D Attachment VIII, "Contractor Employee Acknowledgement and Confidentiality Agreement".
- 19.9 CONTRACTOR shall notify the COUNTY of any attempt through the legal process to obtain confidential records.
- 19.10 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the relationship) containing CONTRACTOR's or COUNTY's confidential information related to this Master Agreement, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

20.0 CONFLICT OF INTEREST

- 20.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.
- 20.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a

complete description of all relevant circumstances. Failure to comply with the provisions of this Section 20.0 shall be a material breach of this Master Agreement.

21.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Master Agreement.

22.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

22.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR.

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

23.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

23.1 CONTRACTOR shall establish and maintain an accounting system, including financial and annual fiscal reporting. CONTRACTOR shall also meet the minimum requirements for Contract Accounting as described in Exhibit D, Attachment X, Auditor-Controller Contract Accounting and Administration Handbook, to the extent that it does not conflict with State law.

23.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

23.3 CONTRACTOR shall submit the following reports for the Program to COUNTY:

23.3.1 Fiscal Reporting:

- 23.3.1.1 Monthly Fiscal Reporting Forms are due by the tenth (10th) business day of the month, following the month covered in the report.
 - 23.3.1.2 Expenditure Closeout Report: Two (2) copies of a expenditure close-out report, to be submitted in the form and manner designated by CPM, with a deadline to be announced for the Program, including the reporting of expenses and accruals through the last day of the program year.
 - 23.3.1.3 If the Agreement is terminated or cancelled prior to June 30th, the expenditure closeout report shall be for the contract period which ends either the Agreement termination or cancellation date. Two (2) copies of such report, which shall include the final invoice and the final closeout report, shall be submitted within the designated timeframe, which is to be determined by the COUNTY, after the termination/cancellation date to COUNTY's Program Accounting Division.
- 23.4 Program Income: All gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award, including program interest, is to be treated as Program Income as defined in 28 CFR 70.2 and 28 CFR 70.24 (non-governmental grantees) and 28 CFR 97.25 (governmental grantees). CONTRACTOR shall be responsible for tracking all contract revenues and expenditures for the APS Emergency Shelter Program including submission of the following:
- 23.4.1 A Program Income Statement Report generated by CONTRACTOR on Master Agreement revenues versus expenditures. This is submitted to the CSS Program Accounting Division with the Expenditure Closeout Report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report. The use of Program Income is limited to the direct and indirect costs associated with the operation of an APS Emergency Shelter.
 - 23.4.2 If CONTRACTOR's Program Income Statement Report identifies the Program Income, a Plan for Disposition of Program Income (Plan) must be submitted by CONTRACTOR

to COUNTY within thirty (30) days after the Income Statement Report is due.

- 23.4.3 Program Income must be spent on the direct and indirect costs associated with the operation of an APS Emergency Shelter.
- 23.4.4 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, CONTRACTOR must submit a Final Report on Disposition to COUNTY.
- 23.4.5 If the Final Report on Disposition is not submitted on the scheduled date, COUNTY shall extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

23.5 Cost Allocation Plan for Cost Reimbursement Activities

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Master Agreement to support the distribution of any joint costs with other funding sources related to the activities of this Master Agreement. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the direct and indirect costs associated with the operation of an APS Emergency Shelter. COUNTY's designated contract monitor will test CONTRACTOR's CAP during the normal course of monitoring to ensure reasonableness and compliance with OMB requirements to the extent the OMB Circular does not conflict with State law. Failure to comply may result in no payment or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Master Agreement termination.

23.6 Property/Capital Expenditures

All property costing five thousand dollars (\$5,000) or more, purchased with program funds requires three (3) bids and prior written permission from the CCM or designee and may be depreciated, tagged and tracked as property of the Los Angeles County APS Emergency Shelter Program.

23.7 Non-expendable Property

CONTRACTOR shall maintain a record for each item of nonexpendable property acquired for this program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

23.7.1 Any utilization of funds derived from the sale or disposition of Non-expendable property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations.

23.7.2 In case of termination of this Master Agreement, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to COUNTY taking possession of said nonexpendable property.

23.8 Capital Improvements

CONTRACTOR shall assure that no funds provided under this Master Agreement are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the CCM or her/his designee.

24.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

24.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the COUNTY's policy to conduct business only with responsible contractors.

24.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Master Agreement, 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

24.3 COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following:
(1) violated a term of a contract with COUNTY or a nonprofit 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 nonprofit 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.

- 24.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department 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 Contractor Hearing Board.
- 24.5 Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 24.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 24.7 If a Contractor has been debarred for a period longer than five (5) years, that 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 the 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.
- 24.8 Contractor Hearing Board will consider a request for review of a debarment determination only where (1) a 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

24.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

25.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Acts regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTOR to complete the Charitable Contribution Certification in Exhibit D, Attachment III. COUNTY seeks to ensure that all COUNTY Contractors, which receive or raise charitable contributions, comply with California law in order to protect COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach, subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

26.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

COUNTY is subject to the Administrative Simplification requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Master Agreement, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit D, Attachment XIV in order to provide those services. COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit D, Attachment XIV, CONTRACTOR's Obligations As A "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

27.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Purchase Order or Master Agreement 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.

27.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Master Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Master Agreement maintain in 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 shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

28.0 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate the CONTRACTOR's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Master Agreement terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

29.0 CRIMINAL CLEARANCES

29.1 For the safety and welfare of the people served under this Master Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers, or Subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of the subcontract and shall maintain such records in the file of each such person.

29.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff, or Subcontractor who may come in contact with children while providing services under this Master Agreement when such information becomes known to CONTRACTOR.

29.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare, or safety of others, including, but not limited to, the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code 368, which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

30.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

31.0 DISALLOWED COSTS

CONTRACTOR agrees to be bound by applicable COUNTY and/or Program disallowed cost procedures, rules and regulations, and to repay COUNTY for any expenditure which violates the terms of this Master Agreement or applicable Program provisions or implementing laws, rules, or regulations.

32.0 DISPUTES

Any disputes between COUNTY and CONTRACTOR regarding the performance of services reflected in this Master Agreement shall be brought to the attention of the CPM. If the CPM is not able to resolve the dispute, it shall be resolved by CSS Director or her/his designee, and the Director's or his/her designee's decision shall be final.

33.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Master Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Master Agreement within the following conditions:

- 33.1 CONTRACTOR shall develop all publicity material in a professional manner.
- 33.2 During the course of performance on this Master Agreement, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of COUNTY without the prior written consent of the Director. In no event shall CONTRACTOR use any material which identifies any individual by name or picture as an Applicant for, or participant of, services provided by CSS.
- 33.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the COUNTY of Los Angeles, provided, however, that the requirements of this Section 33.0 shall apply.

34.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

Agreement.

35.0 EMPLOYEE SAFETY

CONTRACTOR will assure that the CONTRACTOR's employees:

- 35.1 Are covered by an effective Injury and Illness Prevention Program that complies with Cal-OSHA standards and Regulations; and
- 35.2 Receive all required general and specific training on employee safety.

36.0 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Part II, Subsection 10.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

37.0 FAIR LABOR STANDARDS

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

38.0 FIXED ASSETS

Title to all fixed assets purchased with funds designated by COUNTY for purposes under this Master Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year - see Exhibit D Attachment XV, Fixed Assets/Equipment Purchase Requirements. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Exhibit D Attachment XVI, by CONTRACTOR during the term of this Master Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Master Agreement and shall deliver same to COUNTY upon COUNTY's written

request. CONTRACTOR shall have the option upon the expiration or termination of this Master Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall abide by the policy set forth in Exhibit D Attachment XV, Fixed Assets/Equipment Purchase Requirements.

39.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR'S Subcontractors), freight embargoes, or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate the Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated. A default by a Subcontractor shall not constitute a force majeure event unless such default arose out of causes beyond the control of both CONTRACTOR and Subcontractor and with any fault or negligence by either CONTRACTOR or Subcontractor. In such cases, CONTRACTOR shall not be liable for failure to perform unless the goods and services to be provided by the Subcontractor were obtainable from other sources in the time allowed CONTRACTOR to meet the required performance schedule.

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

40.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

41.0 GOVERNMENT OBSERVATIONS

CONTRACTOR shall permit Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Master Agreement at any time during normal working hours. However, the personnel may not unreasonably interfere with the CONTRACTOR's performance.

42.0 HEALTH INSPECTIONS

CONTRACTOR understands and agrees that COUNTY may cause inspection of the CONTRACTOR's APS Emergency Shelter by the Los Angeles County Department of Public Health as often as every three (3) months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use. The CONTRACTOR shall be provided with a written report as to any unsatisfactory conditions at the facility and shall either correct the deficiencies or request an extension of time to make such facility corrections from the appropriate Department of Public Health. Failure to permit inspection or cure the defect(s) on a timely basis, shall constitute grounds for termination of the Master Agreement.

43.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, 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, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Master Agreement.

44.0 INDEPENDENT CONTRACTOR STATUS

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

44.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

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

44.4 CONTRACTOR shall adhere to the provisions stated in Part II, Section 19.0, Confidentiality.

45.0 INSPECTIONS

Authorized representatives of COUNTY and State agencies shall have the right to conduct on-site inspections to review and audit or investigate CONTRACTOR's facilities, programs, and records. CSS reserves the right to monitor and conduct inspections at any Shelter site(s) that house and provide services to Elders and Dependent Adults who are victims of abuse and neglect. Accordingly, COUNTY reserves the right to conduct unannounced site visits, as deemed necessary.

46.0 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Master Agreement, CONTRACTOR certifies as set forth in Exhibit D Attachment XIII, Joint Revenue Disclosure, unless waived by COUNTY, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or COUNTY sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Master Agreement.

47.0 LIMITATION ON CORPORATE ACTS

CONTRACTOR shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds of the Master Agreement, or take any other steps which may materially affect the performance of this Master Agreement without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY immediately in writing of any change in CONTRACTOR's corporate name.

48.0 LIQUIDATED DAMAGES/REMEDIES FOR NON-COMPLIANCE

- 48.1 If, in the judgment of the CSS Director or designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the CSS Director or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct a pro rata share from the CONTRACTOR'S total Maximum Annual Contract Sum, dependent on the severity of the deficiency and the length of time for work not performed as required under Exhibit A, Statement of Work, and Exhibit C, PRS Chart. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the CSS Director, or designee, in a written notice describing the reasons for said action.
- 48.2 If the CSS Director, or designee, determines that there are deficiencies in the performance of this Contract that the CSS Director deems are correctable by the CONTRACTOR over a certain time span, the CSS Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the CSS Director may:
- 48.2.1 Deduct for liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be calculated as provided in Subsection 48.1, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or
- 48.2.2 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the 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 the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 48.3 The action noted in this Section 48.0 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

48.4 This Section shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in this Contract, including the PRS Chart or this Section 48.0, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

49.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

49.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

49.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

49.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

49.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and CONTRACTOR knew, or should have known, that the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, CONTRACTOR shall:

49.4.1 Pay to COUNTY any difference between this Contract amount and what COUNTY'S costs would have been if this Contract had been properly awarded;

49.4.2 In addition to the amount described in Subsection 49.4.1 be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

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

49.5 The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the

state and OAAC of this information prior to responding to a solicitation or accepting a contract award

49.6 Certified Local Small Business Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in COUNTY's WebVen. Prior to a Master Agreement award, all potential CONTRACTORS must register in COUNTY's WebVen. The WebVen contains the CONTRACTORS business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY's home page at http://lacounty.info/doing_business/main_db.htm.

51.0 MEETINGS

CONTRACTOR must attend all mandated meetings. CONTRACTOR shall be given one month advance notice of all scheduled quarterly meetings with CSS staff.

52.0 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices shall be immediately extended to the COUNTY.

53.0 NEPOTISM

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

54.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 54.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to, or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 54.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, Attachment VII - CONTRACTOR's EEO Certification.
- 54.3 CONTRACTOR shall take affirmative action to ensure that Applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 54.4 CONTRACTOR certifies and agrees that it will deal with its sub-contractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation.
- 54.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 54.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section 54.0 when so requested by COUNTY.
- 54.7 If COUNTY finds that any provisions of this Section 54.0 have been violated, such violation shall constitute a material breach of this Master Agreement upon which COUNTY may terminate or suspend this Master Agreement. COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated. In addition, a determination by the California Fair Employment

Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Master Agreement.

54.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Master Agreement, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

55.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Master Agreement shall not restrict the COUNTY from acquiring similar, equal, or like goods, and/or services from other entities or sources.

56.0 NOTICE OF DELAYS

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

57.0 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of the CPM and/or CCM any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Master Agreement. If the CPM is not able to resolve the dispute, the Director, or his/her designee shall resolve it.

58.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

59.0 OTHER CONTRACTS

- 59.1 A copy of any contract or agreement between CONTRACTOR and other public or private organizations which directly impacts activities funded under this Master Agreement shall be kept on file at CONTRACTOR's offices and shall be provided to COUNTY upon request. CONTRACTOR shall also notify COUNTY of any default, termination, or finding of withheld payments under this Master Agreement.
- 59.2 CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by COUNTY under this Master Agreement.

60.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 60.1 CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Master Agreement. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure.
- 60.2 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, the CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:
- 60.2.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
 - 60.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
 - 60.2.3 Modify the questioned equipment, part, or software so that it is free of claims.
- 60.3 CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

61.0 PROBATION

- 61.1 CPM may place CONTRACTOR on probationary status when it is determined by CCM for any program(s) herein that CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement, or (2) is out of compliance with COUNTY sanction policy guidelines.
- 61.2 If CONTRACTOR is placed on probationary status, CONTRACTOR shall submit a Corrective Action Plan within ten (10) days of the notice of probationary status. CONTRACTOR's Corrective Action Plan (CAP) must be approved by CCM. COUNTY reserves the right to terminate Master Agreement(s) of any CONTRACTOR on probationary status if CONTRACTOR does not submit an acceptable Corrective Action Plan or fails to meet the goals of an approved Corrective Action plan.

62.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

63.0 PROPRIETARY RIGHTS

- 63.1 COUNTY and CONTRACTOR agree that all materials (including, software, plans, diagram, facilities, and tools), data and information developed under and/or used in connection with this Master Agreement, as well as all rights, titles, and interests, including copyright, thereto shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. CONTRACTOR, for valuable consideration provided herein, shall execute all documents necessary to assign and transfer CONTRACTOR's rights, title, and interests in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to CONTRACTOR's work on this Master Agreement. During and subsequent to the term of this Master Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 63.2 Notwithstanding any other provision of this Master Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with State or Federal financial participation; additionally, the State and Federal Government shall have a royalty-free, nonexclusive, 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 Master Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Master Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 63.3 Any materials, data and information not developed under this Master Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL" on any document containing such material.
- 63.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in this Section. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 63.5 Notwithstanding any other provision of this Master Agreement, COUNTY shall not be obligated in any way for:
- 62.5.1 Any material, data and information not plainly and prominently marked with restrictive legends;
 - 62.5.2 Any materials, data and information covered under Subsection 63.2; and
 - 62.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 63.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Master Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

- 63.7 During the term of the Master Agreement and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR's working papers prepared under this Master Agreement. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein
- 63.8 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.
- 63.9 The provisions of this Section shall survive the expiration of termination of this Master Agreement.

64.0 PUBLIC RECORDS ACT

- 64.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Section 66.0 Record Retention and Inspection/Audit Settlement of this Master Agreement, as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 64.2 In the event the 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 an SOQ marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

65.0 RECORDS

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for

payment made by CONTRACTOR or COUNTY. Such records shall be kept in accordance with Section 66.0, Records, Retention and Inspection/Audit Settlement, herein below.

66.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 66.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.
- 66.2 CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to, and the right to, examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to the COUNTY during the term of this Master Agreement and for a period of five (5) years thereafter. All such material shall be maintained by CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 66.3 In the event that an audit of CONTRACTOR is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 66.4 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section 66.0 shall constitute a material breach of this Master Agreement upon which the COUNTY may terminate or suspend this Master Agreement.

67.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use

recycled-content paper to the maximum extent possible on this Master Agreement.

68.0 REMOVAL OF UNSATISFACTORY PERSONNEL

CONTRACTOR shall have the right to hire, discipline, suspend or discharge its employees/workers. COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this Master Agreement for unsatisfactory performance or any other job-related cause. Such removal shall occur immediately upon the written or oral request of the CCM.

69.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to any and all rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

70.0 SAFELY SURRENDERED BABY LAW

70.1 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law Fact Sheet, Exhibit D, Attachment VI:

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Community and Senior Services will supply CONTRACTOR with the poster to be used.

70.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D Attachment VI of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

71.0 SAFETY AND WORKING CONDITIONS

Applicable local, State, and Federal health and safety standards shall be observed. If a participant, or CONTRACTOR employee, is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous, or otherwise detrimental to the person's health or safety.

72.0 SUBCONTRACTING

- 72.1 The requirements of this Master Agreement may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Master Agreement.
- 72.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:
- 72.2.1 A description of the work to be performed by the Subcontractor;
 - 72.2.2 A draft copy of the proposed subcontract; and
 - 72.2.3 Other pertinent information and/or certifications requested by COUNTY.
- 72.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 72.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Master Agreement, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract.
- 72.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Master Agreement. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 72.6 COUNTY's CPM will notify CONTRACTOR with respect to approval of any subcontract and Subcontractor employees.

- 72.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Master Agreement. CONTRACTOR shall maintain, and make available upon request of CCM, all the following documents:
- 72.7.1 An executed Exhibit D Attachment IX, Contractor Non-Employee Acknowledgment and Confidentiality Agreement, executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 72.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Subsection 6.2, Insurance Coverage Requirements, of this Master Agreement, and
 - 72.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to CONTRACTOR's Tax Identification Number.
- 72.8 CONTRACTOR shall provide CPM with copies of all executed subcontracts after CPM approval of said subcontract.
- 72.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Master Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 72.10 Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Master Agreement.
- 72.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractors engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

73.0 SUSPENSION OF CONTRACT

COUNTY may, by giving notice, suspend all or part of the program operations for CONTRACTOR's failure to comply with the terms and conditions of this Master Agreement. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the

date of the Notice of Suspension, CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to COUNTY approval in writing. Failure to reply in accordance with this Section may result in termination by COUNTY of all or part of this Master Agreement.

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

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Part II, Section 27.0, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Master Agreement, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Master Agreement pursuant to Part II, Section 76.0, Termination for CONTRACTOR's Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

75.0 TERMINATION FOR CONVENIENCE

- 75.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY or CONTRACTOR, in its sole discretion, to be in either COUNTY or CONTRACTOR'S best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR or COUNTY. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent
- 75.2 If Contract is terminated by COUNTY, upon receipt of Notice, the CONTRACTOR shall:
- 75.2.1 Stop work under this Contract on the date and to the extent specified in such Notice; and
 - 75.2.2 Complete performances of such part of the work as shall not have been terminated by such notice; and
 - 75.2.3 Adhere to COUNTY'S transition plan as determined by COUNTY.
- 75.3 If the Contract is terminated for convenience by CONTRACTOR, CONTRACTOR shall provide COUNTY with a transition plan to be approved by COUNTY Said transition plan must be provide to COUNTY thirty (30) days prior to termination. CONTRACTOR shall adhere to said transition plan. The transition plan shall at a minimum include the following:

- 75.3.1 Description of how clients will be notified about the change in their Service provider.
 - 75.3.2 A plan to communicate with other organizations that can assist in locating alternative services.
 - 75.3.3 A plan to inform community referral sources of the pending termination of services and what alternatives, if any, exist for future referrals.
 - 75.3.4 A plan to evaluate clients in order to assure appropriate placement.
 - 75.3.5 A plan to transfer any confidential medical and client records to a new CONTRACTOR.
 - 75.3.6 A plan to dispose of confidential records in accordance with applicable laws and regulations.
 - 75.3.7 A plan for adequate staff to provide continued care through the term of the Contract.
 - 75.3.8 A full inventory and plan to dispose or, transfer, or return to the COUNTY all equipment purchased during the entire term of the Contract.
- 75.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Part II, Section, 66.0 Record Retention and Inspection/Audit Settlement.

76.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 76.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Master Agreement if, in the judgment of CPM:
 - 76.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the invitation for Bids/Request for Proposals/Request for Statement of Qualifications, if any;
 - 76.1.2 CONTRACTOR has materially breached this Master Agreement;
 - 76.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10)

working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

- 76.1.4 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements or obligations of this Master Agreement, and fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure; or
- 76.2 In the event that COUNTY terminates this Master Agreement in whole or in part as provided in Subsection 76.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by the COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Section 76.0.
- 76.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 73.2 if its failure to perform this Master Agreement, issued hereunder, arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Subsection 76.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 76.4 If, after COUNTY has given notice of termination under the provisions of this Section 76.0, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section 76.0, or that the default was excusable under the provisions of Subsection 76.3, the rights and

obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 75.0, Termination for Convenience.

76.5 In the event COUNTY terminates this Master Agreement in its entirety due to CONTRACTOR'S default as provided in Section 76.0, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Section 48.0, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

76.5.1 These damages shall not be understood as a penalty and shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 43.0, Indemnification.

76.6 The rights and remedies of COUNTY provided in this Section 76.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

77.0 TERMINATION FOR IMPROPER CONSIDERATION

77.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Master Agreement 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Master Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

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

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

78.0 TERMINATION FOR INSOLVENCY

78.1 The COUNTY may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

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

78.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

78.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

78.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

78.2 The rights and remedies of the COUNTY provided in this Section 78.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

79.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by CONTRACTOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this Master Agreement,

upon which COUNTY may in its sole discretion, immediately terminate or suspend this Master Agreement.

80.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Master Agreement during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Master Agreement in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

81.0 TERMINATION OF PROGRAM OR MODIFICATION

In the event the Program is terminated or modified for any reason, COUNTY may terminate or modify this Master Agreement without further liability for services yet to be rendered. Further, should the Program be modified so that funds are reduced and/or the scope of services is changed, COUNTY may modify this Master Agreement accordingly consistent with the terms of this Master Agreement. Termination or modification pursuant to this Section shall be effective on the date notice is posted to CONTRACTOR.

82.0 TIMELY COMPLETION

Time is of the essence with regard to CONTRACTOR's performance of any task, deliverable, goods, services, or other work specified in this Master Agreement.

83.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

83.1 This Master Agreement is subject of provisions of the COUNTY'S ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

83.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain or retain, certification as a Transitional Job Opportunities vendor.

83.3 CONTRACTOR shall not willingly and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

83.4 If CONTRACTOR has obtained County certification as a Transitional Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded, this Master Agreement to which it would not otherwise have been entitled, shall:

- 83.4.1 Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- 83.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Master Agreement; and
- 83.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status, would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract award.

84.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO

CONTRACTOR shall not use or display the official seal of COUNTY or the logo of CSS on any of its letterhead or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

85.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Master Agreement are subject to review and/or audit by CSS and COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Master Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by CSS, upon demand by COUNTY.

86.0 VALIDITY

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

87.0 WAIVER

No waiver by COUNTY, or any breach of any provision of this Master Agreement, shall constitute a waiver of any other provision under the Agreement. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 86.0 shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Master Agreement.

88.0 WARRANTY AGAINST CONTINGENT FEES

88.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement 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 the CONTRACTOR for the purpose of securing business.

88.2 For breach of this warranty, COUNTY shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Community and Senior Services
County of Los Angeles

CONTRACTOR

Contractor's Name (Print or Type)

By _____
Authorized Signature

Name _____
(Print or Type)

Title _____
(Print or Type)

Contractor's Corporation/LLC

By _____
Authorized Signature

Name _____
(Print or Type)

Title _____
(Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF
COUNTY COUNSEL
RAYMOND G. FORTNER, JR.

COUNTY COUNSEL

BY _____
Janice Kasai, Deputy County Counsel

CONTRACTOR's Tax I.D. Number

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES (CSS)
EXHIBIT A: STATEMENT OF WORK
ADULT PROTECTIVE SERVICES (APS)
EMERGENCY SHELTER PROGRAM**

EXHIBIT A

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES (CSS)
EXHIBIT A: STATEMENT OF WORK
ADULT PROTECTIVE SERVICES (APS)
EMERGENCY SHELTER PROGRAM**

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PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring services and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy – in isolation – can achieve the County’s outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County’s health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals. There is no “wrong door”: Wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival,

economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service and Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information

- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 SCOPE OF WORK

- 1.1 The Scope of Work defines the minimum required tasks for the Adult Protective Services Emergency Shelter Program in provision of services to Elder and Dependent Adults who have been victims of abuse and neglect. CONTRACTOR is obligated to provide the services described herein.
- 1.2 In the event that CONTRACTOR exceeds maximum cost, prior approval must be obtained by CSS Contracts Management staff. CONTRACTOR will be held to provide services to the number of clients CONTRACTOR indicated in Exhibit B, Statement of Work. In the event that CONTRACTOR cannot meet goals, CSS reserves the right to reduce CONTRACTOR funding accordingly.

2.0 SPECIFIC TASKS

The following are basic/primary tasks required of Adult Protective Services Shelters (APSS). CONTRACTOR shall meet and provide evidence of all of the following Specific Tasks:

- 2.1 CONTRACTOR must provide and have available at all times, a shelter bed, for any Client referred by Community and Senior Services, Adult Protective Services Social Worker.
- 2.2 CONTRACTOR will be licensed by the California Department of Social Services, Community Care Licensing (CCL) Division.
- 2.3 CONTRACTOR's facility shelter building shall be located within Los Angeles County that is capable of providing services to APS Clients who are victims of abuse and neglect, and shall meet the following additional requirements:
 - 2.2.1 Facility shall be clean, sanitary and well-lit;
 - 2.2.2 Facility's floors shall be clean and non-slippery;
 - 2.2.3 Facility's floors shall be free of obstacles and debris;
 - 2.2.4 Facility shall have private rooms for APS clients; and
 - 2.2.4.1 Beds in resident rooms shall be easy to reach from doorway; and
 - 2.2.4.2 Non-ambulatory, designated rooms must have enough space to easily maneuver wheelchair.

- 2.2.5 Facility kitchen, dining room, bathrooms and outside area must be clean and safe.
- 2.4 CONTRACTOR will have appropriate staff available to administer appropriate medication to Clients as needed.
- 2.5 CONTRACTOR shall provide three (3) meals a day per Client, meeting Clients dietary needs.
- 2.6 CONTRACTOR will have at least one qualified person available to provide 24/7 response to Adult Protective Services Shelter (APSS) referrals and to meet Clients needs.
- 2.6 CONTRACTOR will have access to a computer with e-mail and internet capability.
- 2.7 CONTRACTOR shall provide emergency transportation for clients as needed to access medical assistance for Clients in emergency situations.
- 2.8 CONTRACTOR shall notify COUNTY APS Program when Clients vacate the facility.
- 2.9 CONTRACTOR shall provide verbal or written updates on each Client when requested by Adult Protective Services Shelter (APSS) Program.
- 2.10 CONTRACTOR shall accept all referred persons by Los Angeles County Adult Protective Services Social Workers, as Clients

3.0 ADDITIONAL REQUIREMENTS/RESPONSIBILITIES

In addition to the services required in California Welfare and Institutions Code Section 15763, to the extent possible, and in conjunction with already existing community services, CONTRACTOR shall provide a method of obtaining the following services for Elder and Dependent Adults who are victims of abuse and neglect:

- 3.1 A written emergency plan in case of fire, earthquake, flood, or extreme heat; and
- 3.2 Compliance with the Americans with Disabilities Act (ADA) regulations to the extent that all clients have full mobility and no physical impediments throughout all residential areas of the building.

4.0 DEFINITIONS

- 4.1 The following definitions from the State Department of Social Services Adult Protective Services Program Manual of Policies and Procedures, Division 33, Chapters 33-800 apply to the Master Agreement, Exhibit A, Statement of Work, and Exhibit C, PRS Chart. A copy of the Manual may be obtained at <http://www.cdss.cs.gov/ord/entres/getinfo/pdf/apsman.pdf>.
- 4.1.1 “Abuse” of an Elder or Dependent Adult, would include the following:
 - 4.1.1.1 Physical abuse;
 - 4.1.1.2 Financial abuse;
 - 4.1.1.3 Abandonment;
 - 4.1.1.4 Isolation;
 - 4.1.1.5 Abduction;
 - 4.1.1.6 Neglect;
 - 4.1.1.7 Other treatment with resulting physical harm;
 - 4.1.1.7 Pain or mental suffering; and
 - 4.1.1.8 Deprivation by a caregiver of goods or services that is necessary to avoid physical harm or mental suffering
 - 4.2 Adult Protective Services, as defined in Section 15760 of the California Welfare and Institutions Code, includes investigations, needs assessments, remedial and preventative social work activities, tangible resources such as food, transportation, emergency shelter, and in-home multidisciplinary teams and a system in which reporting abuse can occur on a 24-hour basis.
 - 4.3 Elder means any person residing in the State of California, 65 or older.
 - 4.4 Dependent Adult means any person residing in the state, between the ages of 18 and 64 years, who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his/her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

- 4.5 Residential Facility means any family home, group care facility, or similar facility, determined by the Director of California Department of Social Services, for 24-hour non-medical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual.

- 4.6 Neglect as defined by the California Welfare and Institutions Code Section 15610.57 means either of the following:
 - 4.6.1 The negligent failure of any person having the care or custody of an Elder or a Dependent Adult to exercise that degree of care that a reasonable person in a like position would exercise.

 - 4.6.2 The negligent failure of an Elder or Dependent Adult to exercise that degree of self care that a reasonable person in a like position would exercise.

- 4.7 “Emergency Shelter” as defined by the California Department of Social Services Adult Protective Services Manual, Chapter 33-610 is an adult residential care facility or residential care facility.

- 4.8 Emergency Shelters must also:
 - 4.8.1 Be licensed by the California State Department of Social Service and Health Services Licensing Divisions; and

 - 4.8.2 Have a written Adult Protective Services Program contract with the County for the provision of emergency shelter services.

A description of additional specific definitions can be found in Exhibit A, Master Agreement, Section 2.0, Definitions.

5.0 CONTRACTOR STAFF

- 5.1 CONTRACTOR’s Program Director shall be responsible for CONTRACTOR’s day-to-day activities, and shall coordinate with COUNTY’s Contract Program Manager (CPM) on a regular basis. The Program Director must be reachable during normal business hours and communicate in fluent English.

- 5.2 CONTRACTOR's Shelter Manager shall be responsible for CONTRACTOR's daily and nightly shelter operations, and must be reachable and communicate in fluent English.
- 5.3 CONTRACTOR shall ensure adequate staffing with the ability and availability to administer medication to Client as needed.
- 5.4 CONTRACTOR shall ensure the presence of staff available to provide 24-hours-a-day, 7-days-a-week response to referrals from APS Social Services Staff (APSSS)
- 5.5 Emergency Shelter agencies shall serve a variety of cultural backgrounds, and, a portion of CONTRACTOR personnel shall be bilingual.
- 5.6 CONTRACTOR must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, CONTRACTOR must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served. In addition, the CONTRACTOR must also develop effective linkages with various ethnic, health and social service agencies for the benefit of the Clients.

6.0 DATA COLLECTION AND REPORTING REQUIREMENTS

6.1 CONTRACTOR shall be required to submit monthly reports. The information reported shall include, but is not limited to:

1. Number of persons accepted into facility;
2. Types of services provided;
3. Total number of incidents of abuse;
4. Number of persons abused;
- 5 Types of abuse:
 - a. Physical (non sexual)
 - b. Sexual
 - c. Financial
 - d. Mental
 - e. Neglect
 - f. Self-Neglect; and

6. Action taken on the Report.

Information shall be submitted utilizing Exhibit KK, Data Collection and Reporting Requirements.

6.2 For purposes of these reports, sexual abuse shall be reported separately from physical abuse. Information shall be submitted utilizing Exhibit KK, APS Emergency Shelter Program Data Collection and Reporting Requirements.

6.3 CONTRACTOR shall adhere to the Master Agreement, Part II, Section 65, Record Retention and Inspection/Audit Settlement

7.0 CLIENT ELIGIBILITY

7.1 Any Elders or Dependent Adults, regardless of income, are eligible for Adult Protective Services and may be considered if they:

(a) Reside in a place or facility other than a long term care facility, state hospital, or state development center;

(b) Are alleged to have been abused and/or neglected

7.2 Geographical/Regional Service Area –Contractor must provide services to abused Elders and Dependent Adults who reside anywhere in Los Angeles County. Services shall not be limited to specific service areas of Los Angeles County.

8.0 CHARGES TO CLIENTS

8.1 Services to clients charged to this grant must be provided at NO COST to the clients.

9.0 UNANNOUNCED SITE VISITS

9.1 The CSS Centralized Compliance Division (CCD) may, during the course of this Contract, conduct unannounced site visits. Unannounced site visits will be conducted so as not to alarm or harm the shelter residents.

10.0 CHANGE OF SHELTER SITE/LOCATION

10.1 CONTRACTOR shall continuously provide APS Emergency Shelter Program services at the shelter location(s) verified by COUNTY. CONTRACTOR shall notify COUNTY, in writing,

thirty (30) days prior to any CONTRACTOR change in shelter location. COUNTY will conduct a site visit to the new shelter location, which will include:

- 10.1.1 Verification of new shelter site location;
- 10.1.2 General conditions and verification of adequate facilities for the continued provision of services indicated in the Master Agreement; and
- 10.1.3 Inspection of the health and safety conditions of the new shelter to ensure the requirements of section 2.3 of this Statement of Work.

11.0 QUALITY ASSURANCE PLAN

- 11.1 CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the Master Agreement are met. A copy must be provided to the Contracts Program Manager (CPM) on the Master Agreement start date and as changes occur. The original QAP and any revisions thereto shall include, but not limited to the following:
 - 11.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Exhibit C, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - 11.1.2 If CONTRACTOR performance requirements are not met, the CPM may call CONTRACTOR, send CONTRACTOR a User Complaint Report (UCR), Attachment XI, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four (24) hours of receipt. All performance requirements issues will be reported to the CPM.
 - 11.1.3 Methods for ensuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.

11.2 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CPM.

12.0 QUALITY ASSURANCE MONITORING

The CPM or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this Master Agreement using the quality assurance procedures specified in this Statement of Work and Exhibit C, Performance Requirements Summary. All monitoring will be conducted in accordance with Part I, Section 10.0, Monitoring, of the Master Agreement.

13.0 PERFORMANCE OUTCOMES

CONTRACTOR shall adhere to the Performance Outcomes in Exhibit C, Performance Requirements Summary (PRS) Chart.

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
APS EMERGENCY SHELTER PROGRAM
BUDGET SUMMARY PAGE

CONTRACT NO.: Amendment No.: Modification No.:

Agency: _____ Project Title: _____

BUDGET Cost Category	SUPERVISORIAL DISTRICT					Program District Funded Totals
	1 st	2 nd	3 rd	4 th	5 th	
1. PERSONNEL						\$
2. TRAVEL						\$
3. SPACE						\$
4. CONSUMABLE SUPPLIES						\$
5. EQUIPMENT						\$
6. OTHER						\$
TOTAL COSTS						\$

TRAVEL: (a) Mileage reimbursement for CONTRACTOR staff who attend APS meetings, trainings, conferences, etc.; (b) The number of miles (x) the rate per mile must be itemized based on CONTRACTOR staff working on Agreement; (c) Mileage reimbursement rate must be comparable to the current COUNTY rate; (d) Parking fees.

SPACE: (a) Space is determined by the square footage (x) the cost per square foot (x) 12 months (x) % charged to the Agreement;
(b) Location of space (physical address MUST be listed)

CONSUMABLE SUPPLIES: Consumable supplies include paper, pencils, pens, and other office supplies, food, clothing, toiletries, storage files, cleaning supplies.

EQUIPMENT: (a) EDP (computer and software) equipment must be pre-approved by the State REGARDLESS of the price; (b) Furniture may be purchased under the following guidelines. CONTRACTOR shall obtain at least three (3) bids in writing prior to purchasing equipment over five thousand dollars (\$5000) per unit in "value" and it must be purchased from the lowest bidder.

OTHER: CONTRACTOR to specify. May include, but is not limited to, the following: (a) Utilities – monthly cost (x) 12 (x) % charged to Agreement; (b) Phone – monthly cost (x) 12 (x) % charged to Agreement; (c) Maintenance of office equipment – monthly cost (x) 12 (x) % charged to Agreement; (d) Printing – monthly cost (x) 12 (x) % charged to Agreement; (e) Insurance – monthly cost (x) 12 (x) % charged to Agreement; (f) Audit fees – Single Audit required if agency receives Federal funding totaling \$500,000; (g) Taxes (sewage); (h) Taxi vouchers for emergency transportation of clients; (i) Books, videos and other publications, whose main focus is Elder and Dependent Adult-related; (j) Storage fees; (k) Maintenance worker; (l) Airtime for cell phones, pager, internet access;

COSTS SHALL ONLY INCLUDE THE PRORATED SHARE ATTRIBUTABLE TO THE AGREEMENT

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
ADULT PROTECTIVE SERVICES SHELTER PROGRAM
BUDGET SUMMARY PAGE**

**EXHIBIT C
Page 2 of 3**

CONTRACT NO.: Amendment No.: Modification No.:
--

Agency: _____

Project Title: _____ SUP District _____

DESCRIPTION OF ITEM AND BASIS FOR ITS VALUATION		PROGRAM FUNDED GRANT
Personnel / Benefits	\$	\$
Travel		
Space		
Consumable Supplies		
Equipment		
Other		
TOTAL	\$	\$

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
ADULT PROTECTIVE SERVICES SHELTER PROGRAM
PERSONNEL BUDGET JUSTIFICATION**

Agency: _____

Project Title: _____ SUP District _____

CONTRACT NO.: Amendment No.: Modification No.:
--

PROJECT PERSONNEL BUDGET						
a. Position/Title	b. Actual Monthly Salary	c. % of Time Employee on this Activity	d. % of Time EE provides Direct Services	e. No. of Persons	f. Months Employed	g. Program Funded Amount
	\$					
1. TOTAL-DIRECT SALARIES						\$
2. FRINGE BENEFITS:						\$
	F.I.C.A.	(%)	\$			\$
	Worker's Comp.	(%)	\$			\$
	S.U.I.	(%)	\$			\$
	Health & Welfare	(%)	\$			\$
	Fringe Totals (%) \$					\$
3. TOTAL OF ALL DIRECT PERSONNEL COST						\$
Note : b x c x e x f = g Program Funded Amount: Line 1 + Line 2 = Line 3						

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
APS EMERGENCY SHELTER PROGRAM**

The Performance Requirements Summary (PRS) Chart is a listing of the minimum services and performance that will be required and monitored during the CONTRACT term. The PRS Chart lists the standards and acceptable level of performance.

Performance Outcomes – Goals to be reached by CONTRACTOR's compliance in meeting the Standards required.

Standards – Minimum Units of service required to be in compliance with CONTRACT.

Acceptable Quality Level – Minimum level of service to be in compliance with CONTRACT.

Remedies for Non-Compliance – Course of action COUNTY may use if CONTRACTOR does not comply with CONTRACT Standards.

All listings of required services or standards used in the Performance Requirements Summary (PRS) Chart are intended to be completely consistent with the terms and conditions of the CONTRACT and the Scope of Work, and are not meant in any case to create, extend, revise or expand any obligation of the CONTRACTOR beyond the terms and conditions of the CONTRACT. In any case of apparent inconsistency in the Standards as stated and the terms of the CONTRACT, the CONTRACT and the Scope of Work will prevail.

**REQUIRED FORM
EXHIBIT C**

1. REFERENCE	2. PERFORMANCE OUTCOMES	3. SERVICE STANDARD/ ACCEPTABLE QUALITY LEVEL (AQL)	4. ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	5. REMEDIES FOR NON-COMPLIANCE
<u>Statement of Work, Section 2.0, Specific Tasks, Subsection 2.1</u>	Elimination of immediate risk/danger to client while in shelter	1. CONTRACTOR must provide and have available at all times, a shelter bed for any Client referred by Community and Senior Services, Adult Protective Services Social Workers.	100%	If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies: ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>
<u>Statement of Work, Section 2.0, Specific Tasks, Subsection, 2.6</u>	Elimination of immediate risk/danger to client while in shelter	1. CONTRACTOR shall have at least one staff member is available at all times to attend to client's needs.	100%	If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies: ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>
<u>Statement of Work, Section 2.0, Specific Tasks, Sub – section, 2.9</u>	Elimination of immediate risk/danger to client while in shelter	1. CONTRACTOR shall notify APS when client vacates shelter.	100%	If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies: ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>

Statement of Work, Section 2.0, Specific Tasks, Subsection 2.4	Provision of proper medical attention while in shelter.	1. CONTRACTOR shall administer client's medication as needed.	100%	If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies: <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>
Statement of Work, Section 2.0, Specific Tasks, Subsection 2.8	Provision of proper medical attention while in shelter.	1. CONTRACTOR shall make arrangements to transport client to a hospital for an emergency or medical appointment.	100%	If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies: <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>
Statement of Work, Section 2.0, Specific Tasks, Subsection, 2.5	Provision of client's adequate nutritional needs while in shelter.	1. CONTRACTOR shall provide client with at least three (3) meals per Client, per day.	100%	If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies: <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>
Statement of Work, Section 2.0, Specific Tasks, Subsection, 2.5	Provision of client's adequate nutritional needs while in shelter.	1. CONTRACTOR shall ensure client's individual dietary needs are met.	100%	If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies: <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>

<p>Statement of Work, Section 2.0, Specific Tasks, Subsection, 2.5</p>	<p>Provision of client's adequate nutritional needs while in shelter.</p>	<p>1. CONTRACTOR shall feed client if necessary.</p>	<p>100%</p>	<p>If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies:</p> <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>
<p>Statement of Work, Section 2.0, Specific Tasks, Subsections, 2.2</p>	<p>Elimination of immediate risk/danger to client while in shelter</p>	<p>1. CONTRACTOR shall be licensed by the California Department of Social Services, Community Care Licensing (CCL) Division during the duration of the Master Agreement term.</p> <p>2.</p>	<p>100%</p>	<p>If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies:</p> <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>
<p>Statement of Work, Section 2.0, Specific Tasks, Subsection 2.3</p>	<p>Elimination of immediate risk/danger to client while in shelter</p>	<p>1. CONTRACTOR shelter facility, including kitchen, dining room, bathrooms, and outside area, shall be clean and sanitary, well lit, and safe, have clean and non-slippery floors, floors free of obstacles and debris, have private rooms with beds easily accessible from doorway for APS clients, and have non-ambulatory designed rooms with wheelchair access.</p>	<p>100%</p>	<p>If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies:</p> <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>
<p>Statement of Work, Section 2.0, Specific Tasks, Subsection 2.10</p>	<p>Elimination of immediate risk/danger to client while in shelter</p>	<p>1. CONTRACTOR shall accept all referred persons by Los Angeles County Adult Protective Services Social Workers as Clients.</p>	<p>100%</p>	<p>If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies:</p> <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>

<p><u>Statement of Work, Section 2.0, Specific Tasks, Subsection 2.12</u></p>	<p>Elimination of immediate risk/danger to client while in shelter</p>	<p>1. CONTRACTOR shall provide verbal or written updates on each client when requested by Adult Protective Services Shelter (APSS) Program</p>	<p>100%</p>	<p>If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies:</p> <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>
<p><u>Statement of Work, Section 10.0, Monitoring, Subsection 10.1</u></p>	<p>Elimination of immediate risk/danger to client while in shelter</p>	<p>1. CONTRACTOR shall continuously operate shelter services in Los Angeles County during the duration of Master Agreement term. WHAT SECTION OF THE MASTER AGREEMENT OR SOW DOES THIS COME FROM?</p>	<p>100%</p>	<p>If CONTRACTOR'S performance does not meet the Acceptable Quality level, the COUNTY will have the option to apply the following remedies:</p> <ul style="list-style-type: none"> ❖ <i>Corrective Action Plan</i> ❖ <i>Suspension of Payment</i> ❖ <i>Suspension of Contract and/or Termination of Contract</i>

EXHIBIT D

ATTACHMENTS

I - XVII

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

CSS DIRECTOR:

Name: Cynthia Banks
Title: Director
Address: 3175 West Sixth Street
Los Angeles, CA 90020
Telephone: (213) 738-4208
Facsimile: (213) 380-8275
E-Mail Address: cbanks@css.co.la.ca.us

COUNTY CONTRACT PROGRAM MANAGER (CPM):

Name: Carol Domingo
Title: Contract Program Manager
Address: 3175 West Sixth Street
Los Angeles, CA 90020
Telephone: (213) 351-5090
Facsimile: (213) 639-6056
E-Mail Address: cdomingo@css.lacounty.gov

COUNTY CONTRACT COMPLIANCE MANAGER (CCM):

Name: Jackie Sakane
Title: Compliance Manager
Address: 3175 West Sixth Street
Los Angeles, CA 90020
Telephone: (213) 739-7390
Facsimile: (213) 639-1695
E-Mail Address: jsakane@css.lacounty.gov

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

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

OR

- Applicant or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its 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.

Signature

Date

Name and Title of Signer (please print)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)
Cat. No.205991

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

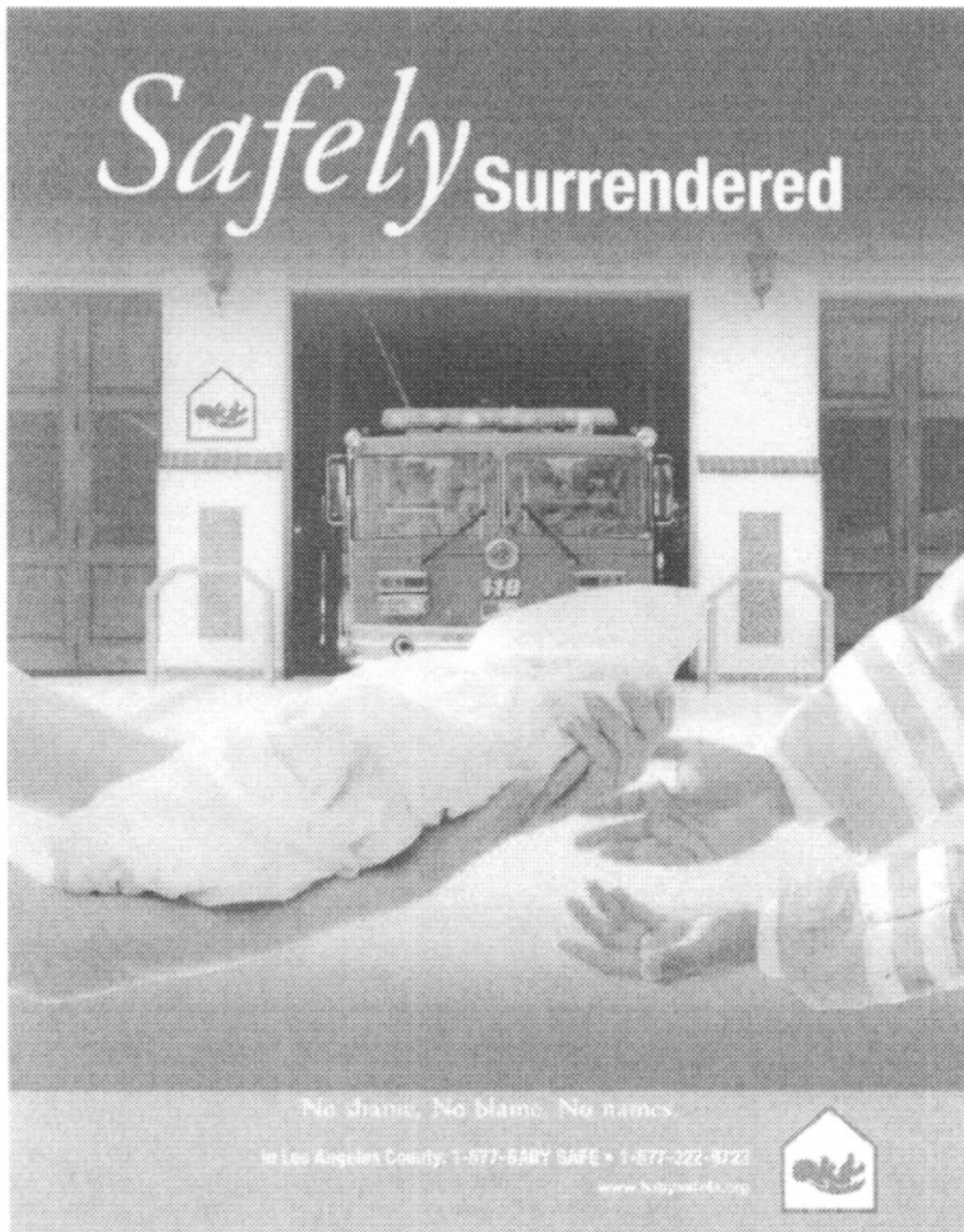
Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

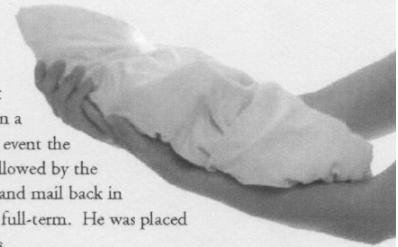
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

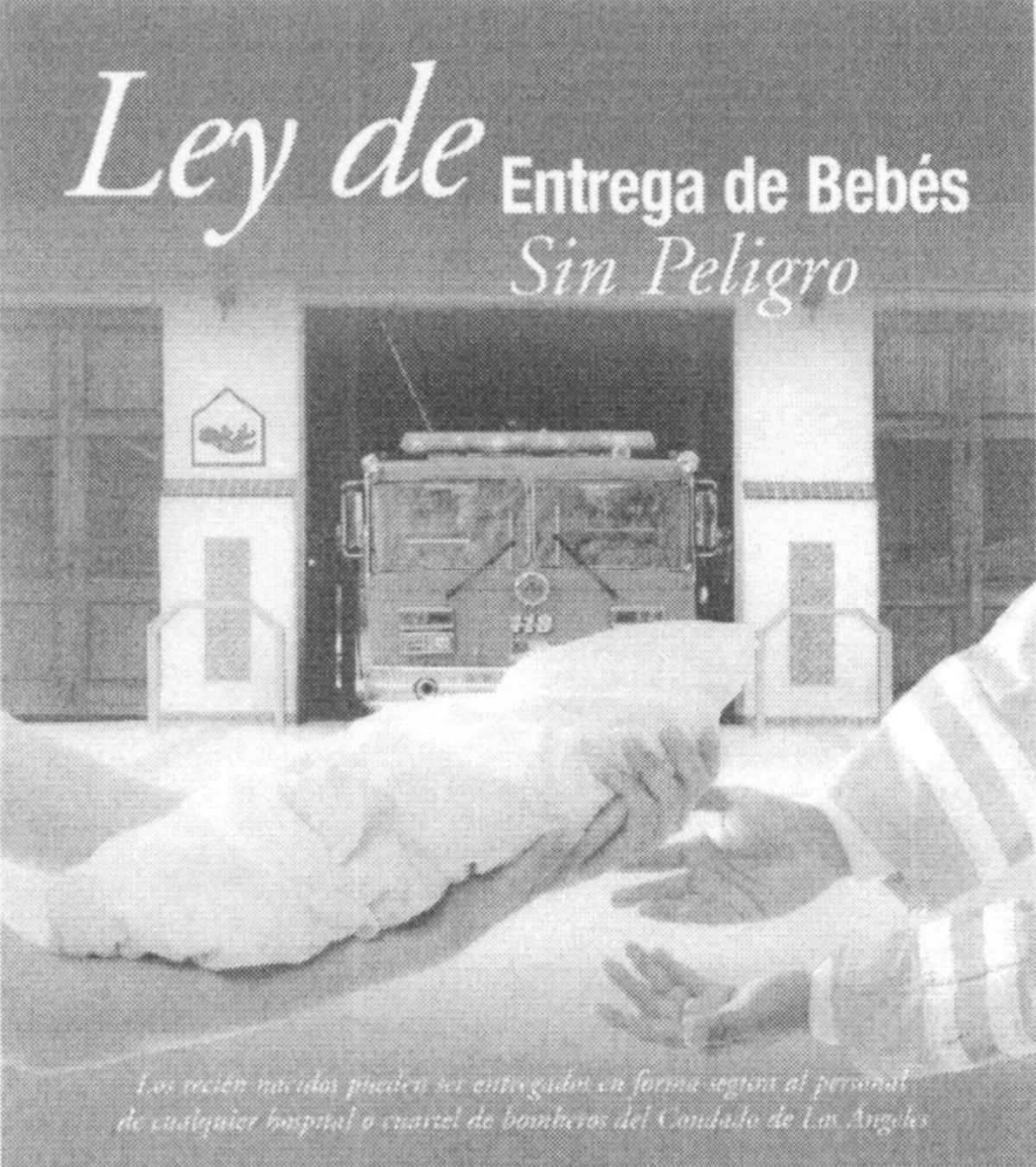
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.






Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9773
www.babyssafe.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

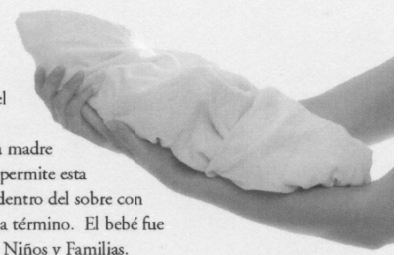
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the COUNTY of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The CONTRACTOR periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed Contract. Work cannot begin on the Contract until COUNTY receives this executed document.)

CONTRACTOR Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the COUNTY of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any agreement between any person or entity and the COUNTY of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The 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. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the COUNTY. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the COUNTY of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed Contract. Work cannot begin on the Contract until COUNTY receives this executed document.)

CONTRACTOR Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the CONTRACTOR referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the COUNTY of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any agreement between any person or entity and the COUNTY of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The 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. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced CONTRACTOR for the COUNTY. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced CONTRACTOR and the COUNTY of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced CONTRACTOR.

I 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 the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced CONTRACTOR or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced CONTRACTOR any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced CONTRACTOR upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**AUDITOR-CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by COUNTY departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (CONTRACTORS) who contract with the COUNTY.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (CONTRACTOR), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract/Master Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

CONTRACTORS may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:
- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract/Master Agreement.
 - ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a **General Journal, a **Cash Receipts Journal**, a **General Ledger**, and a **Cash Disbursements Journal**. The **COUNTY** recommends that a **Payroll Register** also be maintained. **Postings to the General Ledger and Journals should be made on a monthly basis.****

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income, etc.).

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

- 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 (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense 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 expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not

constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each COUNTY program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

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

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent CONTRACTORS.

2.7 CONTRACTOR Invoices

Each agent shall present an invoice to the COUNTY each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the COUNTY's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the COUNTY.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's Agreement.

3.2 Supporting Documentation

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

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the 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.

Consultant Services – contracts, 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.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower 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 the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

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

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

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

- Invoices – vendor 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 check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract/Agreement must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to COUNTY representatives, upon request, during working hours, during the duration of the contract/Agreement and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the COUNTY within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

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

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract/agreement revenues shall be maintained in a bank account. 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 accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

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).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

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

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

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

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

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

A second signature shall be required on all checks, unless otherwise specified in contract/agreement.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract/agreement.

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 reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g.,

postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the COUNTY to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by 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, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

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

2.4 Credit Cards

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

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

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

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making 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 the

CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on 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.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

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

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.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract/agreement, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts/agreements or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement 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.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the COUNTY.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The COUNTY recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract/Agreement funds are to be used solely for the benefit of the Contract/Agreement and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of COUNTY property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract/Agreement funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets, in accordance with their Contract/Agreement.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the

development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The COUNTY will determine the disposition of unspent program funds upon termination of the contract/agreement.

1.5 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.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract/agreement, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an 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 general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example

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

Direct Allocation Method

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

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allow ability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY and used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to COUNTY or CONTRACTOR under this Agreement shall be used in the performance of any political activity, election or defeat of any candidate, for public office.

**USER COMPLAINT REPORT
ADULT PROTECTIVE EMERGENCY SHELTER PROGRAM**

This form is to be used by CSS staff of the APS Emergency Shelter Program to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the COUNTY Contract Compliance Manager (CCM) for this Contract/Agreement.

Date of Report: _____ CSS Employee Name: _____

CSS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- CONTRACTOR's Program Director is not responding to messages.
- CONTRACTOR's staff not available or not responding to messages.
- CONTRACTOR making staff changes without notification to the COUNTY.
- Illegal or inappropriate behavior by CONTRACTOR's staff.
- CONTRACTOR not submitting reports or maintaining records as required.
- CONTRACTOR not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

To report an urgent/serious problem, call Jackie Sakane, Contract Compliance Manager at: (213) 739-7321

Send UCR to Jackie Sakane, Contract Compliance Manager, at 3175 West Sixth Street, 4th Floor, Los Angeles, CA 90020 and a copy to Contracts Management Division, 3175 West Sixth Street, Room 403, Los Angeles, CA 90020.

Cost Allocation

"AGENCY NAME"

COST ALLOCATION PLAN
PROGRAM YEAR 2007-08

I. GENERAL INFORMATION

A. POLICY

This cost allocation plan is based on the guidelines and requirements of the Adult Protective Services Programs regarding the allocation and categorization of costs.

The plan describes the methods used to collect, analyze and distribute shared costs by the Agency Name. The methodologies and procedures described in the plan have been developed in accordance with Generally Accepted Accounting Principles and regulations applicable to Adult Protective Programs.

B. APPLICABILITY

The cost allocation plan is applicable to all grants and contracts entered into by Agency.

(If applicable.)

Costs associated with Subcontractor expenditures are allocated by those organizations in accordance with the same guidelines and principles established by Adult Protective Service Programs for all recipients and sub-recipients receiving Federal funds.

II. ORGANIZATIONAL STRUCTURE

The Agency Name, a type of organization (e.g. non-profit, local government), administers adult protective program services. This agency receives funding from the funding from the funding source for the administration of Adult Services Programs.

For purposes of this cost allocation plan, Agency Name functions are categorized as follows:

A. Budget Cost Categories - The budget categories listed below are those that have been determined through review and analysis to benefit both directly or indirectly Adult Protective Services grants and contracts administered by Agency Name.

- Personnel
- Travel
- Space
- Consumable Supplies
- Equipment
- Other

The costs, for which the benefit can be directly identified, will be charged to the benefiting grant and category. Shared costs will be charged based on either employee time reporting or number of participants served by activity.

Programs Administered Directly by Agency Name :

The programmatic aspects of the following programs are administered by the agency. In addition to the directly identifiable costs associated with these programs, each bears a burden of shared administrative costs based on the burden of direct grant expenditures to total direct grant expenditures for the period.

III. COST ALLOCATION:

All costs are allocated based on documented information. Such costs, defined as shared costs, are pooled for the purpose of allocation. The agency pools administrative costs, both personnel and non-personnel (operating costs), for purposes of allocation to all programs administered.

The agency will review and update this plan no less than annually or when there is a significant change in funding or allocation.

The above plan applies to funds administered by Agency Name for the period July 1, 2008 through June 30, 2009.

**COMMUNITY AND SENIOR SERVICES
ADULT PROTECTIVE SERVICES SHELTER PROGRAM
JOINT REVENUE DISCLOSURE**

Contract #: _____

Agency Name: _____

Prepared By: _____ Date Prepared: _____

List all revenue coming to Contractor (include foundation grants and donations)

	Revenue Source (Grant Title)	Dollar Amount	Grant Period Month/Day/Year
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
	TOTAL		

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated there under, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place. *Therefore, the parties agree as follows:*

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, 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 employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), 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, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "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).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, 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 received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business

Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
 - (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. Business Associate:
 - (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health

Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

- 2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. 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.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information. Any accounting provided by Business Associate under this Section 2.8 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. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 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.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use 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.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business

Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

FIXED ASSETS/EQUIPMENT PURCHASE REQUIREMENTS

I. FIXED ASSETS/PURCHASES

Fixed assets: equipment with a value \geq \$5,000.

Non-fixed assets: equipment with a value $<$ \$5,000, but \geq \$500.

A. Procurement of Fixed Assets (Computer equipment/supplies, furniture, vehicles, etc.)

1. Equipment inventory requirements for items purchased with program funds are contained in the Fixed Assets Section of the Standard Terms and Conditions of the Agreement. All CONTRACTORS must adhere to the applicable Code of Federal Regulations (CFR) and/or Federal Office of Management Budget (OMB) Circulars that include: CFR Title 29 Parts 95 and 97, and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.
2. If the program guidelines governing the contracted services indicate that equipment may be purchased, the COUNTY has established procurement guidelines that the CONTRACTOR must adhere to.
 - i. Prior to the purchase/acquisition of equipment items, approval must be obtained from the COUNTY. **No** equipment with a value over \$5,000 may be purchased without prior approval from the COUNTY and, as mandated by State regulations and guidelines, the COUNTY must receive prior approval from the funding source.
 - ii. The CONTRACTOR must ensure that the cost of the equipment is reasonable and the item(s) is necessary for the provision of services contracted under this Agreement.
 - iii. All equipment purchased with program funds and provided to the CONTRACTOR must be used for the benefit of the program for which it was purchased and funded by.

B. Title

1. All equipment purchased in excess of \$500 will remain the property of the COUNTY until such time as the COUNTY approves final disposition of the equipment.
2. To the extent Federal law applies, at all times titles to vehicles reside with the Federal Pass-through agency and remain the residual property of the Federal government.

II. INVENTORY REQUIREMENT

A. Equipment/Inventory Tracking

1. The COUNTY requires an updated list of all CONTRACTORS' inventory and backup, support records (receipts of purchase, purchase orders, etc.) every two years or more frequently, if necessary. CONTRACTORS are to conduct a physical inventory of property and equipment and reconcile the results with the property records at least once

every two years, or as necessary. The physical inventory should include all furniture, property, and equipment purchased with contract funds **IN EXCESS OF \$500**. All furniture, property, and equipment must be reported **AND** properly identified (tagged with COUNTY property program identification tags), your agency must complete and submit an Inventory Control Form (see Attachment XVI) that allows the inclusion of all required information (see II. A.2.). If your agency requires property program identification tags and/or Inventory Control Form, contact your COUNTY Analyst, who will forward tags and a form to you. Tags must be affixed to applicable items in an area where they are visible or easily accessible to examine.

2. **Agencies are required to maintain property records that include a description of the property, program tag number, serial number or other identification number, the funding source, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, property location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property, if applicable. Adequate maintenance procedures must be in place to keep property and equipment in good condition.**
3. Agencies must have in place a control system to ensure adequate safeguards against loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. If no furniture, property, or equipment has been purchased in excess of \$500 for the program year, **a letter must be submitted for each program year, which indicates no inventory was purchased for your Program(s)**. All property and equipment must be tagged and complete tag numbers included on the Inventory Control Form. This includes furniture, office equipment, computer equipment, and computer or office-related equipment (does not include computer keyboards, mice, etc.). **Use a separate Inventory Control Form** for each program OR columns that provide dual sources percentage or dollar splits. Applicable back up support documentation **must be "in order" and attached to each Inventory Control Form or separated out by program if dual sources were used to purchase inventory.**

III. INVENTORY DISPOSAL AND SALVAGE POLICIES AND PROCEDURES

- A. Salvage Policies and Procedures currently allow salvage and/or surplus items of equipment that are less than \$5,000 in the **aggregate** to be "sold or otherwise disposed of," with the exception that the following policies and procedures are in place and adhered to at the time of sale, transfer, and/or final disposition of the inventory:
 1. CONTRACTORS are required to obtain prior approval from Los Angeles COUNTY for inventory/salvage disposal or transfer, and have supporting documents for all purchases made with Federal, State, and/or COUNTY funds. Your office should be in receipt of purchase orders and/or receipts for all items purchased that are reflected on the inventory form(s);
 2. Inventory that is being transferred after the program (which the inventory was purchased for) has ended or CONTRACTOR agency closure can only be transferred to another federally funded program. The inventory must be retagged with identification tags of the

new program and a Inventory Control Form submitted which include old and new tag identification numbers;

3. If inventory will be sold, proper sales procedures must be in place that provide for competition to the extent practicable and result in the highest possible return prior to any sale program inventory. Income from the sale of salvaged inventory becomes program income. Prior approval for the use of program income must be obtained from CSS in accordance with contract terms;
4. Disposition records that include the description of the equipment, current market value, sale date, sale price, and dealer or auctioneer information must be kept for all sale transactions for a minimum of three years;
5. Sales revenue information resulting from the sale of the inventory must be recorded and kept on file for a minimum of three years;
6. Contracted agencies may donate salvage inventory as long as the inventory has first been offered and declined by all other COUNTY departments and the donation does not create a conflict of interest for Los Angeles COUNTY or the contracted agency, i.e., agency employees, or employees' family members, businesses which employ or have a relationship with agency employees or employees' family members, businesses conducting business with the agency, and agency adult and/or youth participants, etc. **Agencies must obtain approval from the COUNTY to donate salvage equipment. CONTRACTORS must obtain (from the recipient of the donated item(s)) receipts acknowledging the donated item(s) and forward copies of the receipts to the COUNTY within two weeks of the donation.** It is recommended that agencies obtain a liability waiver for donated items;
7. All items being disposed of, transferred, sold, or donated must include a current fair-market value. One or more of the following methods can determine the value: Orion Computer Blue Book, professional/expert appraisal, public advertisement, industry quotation, etc.; and,
8. All inventory records (including purchase orders) must be retained for a minimum of three years from the date of acquisition through final disposition (salvage disposal) and be available for collection and/or viewing, if necessary. Additionally, all disposal records must be retained for a minimum of five years.



County of Los Angeles
Inventory Control Form

PROGRAM TITLE _____ PROGRAM YEAR(S) _____

Agency Name: _____ Address: _____ City: _____ Zip: _____

Completed By: _____ Title: _____ Telephone: _____

Table with 12 columns: County Tag I.D. No., Funding Source (Program), If dual sources, indicate % split, i.e. 25% Program A and 75% Program B, Description (Monitor, CPU, desk, etc.), Brand Name, Model Name or Model No., Serial No., Location of Property (office, room #), Property assigned to (name), Condition of Property*, P.O. #, Date Purchased, Unit Price.

* V = Very Good G = Good F = Fair P = Poor S = Salvage D = Disposed of

I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this form is correct to the best of my knowledge, and all purchases were made in accordance with conditions of our contract and are in compliance with local, State, and federal regulations.

Signed By: _____ Title: _____ Date: ___/___/___

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the Contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other COUNTY departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.