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Aging & Adult Information & Assistance Line:

(800) 510-2020

Report Elder Abuse:

(877) 477-3646

Community & Senior Centers:

(800) 689-8514

Disability Information &

Access Line:

(888) 677-1199



February 6, 2024

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

Dear Supervisors:

**AUTHORIZE AGING AND DISABILITIES DEPARTMENT TO
AWARD AND EXECUTE FISCAL YEAR 2023-2024 CONTRACT
FOR ACCESS TO TECHNOLOGY PROGRAM SERVICES
(ALL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The County of Los Angeles (County), Aging and Disabilities Department (AD) seeks approval and delegated authority to award and execute the Access to Technology (ATT) Program Contract with Managed Career Solutions, SPC (MCS) effective February 15, 2024 through September 30, 2024, with one (1), six (6) months term option to extend, contingent upon California Department of Aging approval, for a maximum Contract amount of \$9,259,000 for the initial term; and, execute amendments with this Contractor, as needed, during the Contract term.

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and authorize AD's Director, or designee, to award and execute the ATT Contract with MCS, in substantially similar form to the attached Contract (Attachment I), effective February 15, 2024, through September 30, 2024, with one (1), six (6) months term option to extend, contingent upon California Department of Aging approval, for a maximum Contract amount of \$9,259,000 for the initial term.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

67-F February 6, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Allocation to the Contractor is subject to availability of funding and is contingent upon Contractor's performance in meeting the goals of ATT, as well as Contractor's adherence to its Contract terms. AD will obtain County Counsel approval as to the form of the Contract prior to executing this Contract and will provide written confirmation to the Chief Executive Officer (CEO) within thirty (30) working days of completing this action.

2. Approve and authorize AD's Director, or designee, to execute amendments with this Contractor, which serve the best interests of the County during the Contract term as follows: 1) add new, relevant, or updated federal, State, and/or County Contract terms and conditions; and, 2) increase or decrease the Contract amounts (including but not limited to baseline funds, one-time-only funds, and/or supplemental monies), which may exceed ten percent (10%) of the Maximum Contract Sum, in response to the availability of funding and/or based on Contractor's performance provided that: (a) the total allocation does not exceed available funding; (b) AD obtains County Counsel approval as to the form of the amendment prior to any such amendment; and, (c) AD provides written confirmation to the CEO within thirty (30) working days of completing this action.
3. Authorize the AD's Director, or designee, to accept and allocate any new grants or additional grant funding appropriations for the ATT Program for current and future fiscal years.
4. Delegate authority to the Director of AD, or designee, to terminate contract with the Contractor upon their request, and those that have closed or are in default of their Contract requirement, for Contractor default or for the convenience of the County, provided: a) County Counsel's approval is obtained prior to termination of the Contract, and b) Director of AD, or designee, notifies the Board and the CEO in writing within ten (10) business days after such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)

California Welfare and Institutions Code § 9104 authorized the California Department of Aging (CDA) to administer the ATT Program for Seniors and Persons with Disabilities. Funds were appropriated for this pilot program in the Budget Act of 2022 to be distributed as noncompetitive grants to participating county human services departments for purchase of digital devices, service plans and training for older adults (ages 60 and older) and individuals with disabilities (ages 18 and older) to increase/improve digital infrastructure in their communities. The award amounts were developed by CDA in consultation with the County Welfare Directors Association (CWDA) considering each county's population over 60 years of age combined with its degree of geographic isolation. The intent of ATT funding is to address the digital divide directly impacting older adults and those with disabilities by helping them gain access to digital connectivity and technology to reduce isolation, increase social connections, and enhance self-confidence in navigating digital and online resources. Additionally, CDA reports that the Los Angeles Region by 2030 will have a population of 2.6M older adults (60+) and the COVID pandemic highlighted disparities in technology access in Los Angeles County, estimating that approximately 265,000 households do not have a home computer. This data demonstrates a significant and pressing need to help our aging and

disabled community members bridge the digital divide to reduce isolation and build resiliency.

These funds were awarded by CDA to the Department of Public Social Services to administer the grant. DPSS collaboratively worked with AD, Area Agency on Aging and developed an MOU so that AD would administer the ATT Program for older and disabled adults.

To qualify as a Participant in the ATT Program, an individual must be sixty (60) years of age or older, or eighteen (18) years of age or older with a disability, reside in LA County; and not currently own a mobile electronic device (excluding smart phones) and/or lack connectivity capabilities. An individual is also eligible to participate in the Program if they have access to broadband, but no device to connect. Eligible participants will receive a tablet/device with reliable broadband internet access and two (2) year unlimited data plan. The devices will be equipped with virus, spam, and scam protection software and will automatically update and/or upgrade the operating system (OS) software, which addresses and remediates any known OS vulnerability.

The device will allow the Participants to connect with the community and services to increase social engagement, prevent isolation, and have access to information and resources through the device's software platform that will have at least five (5) preloaded games focused on mind stimulation; address accessibility challenges, including, but not limited to, large fonts and voice command/recognition and notifications; ability to easily allow the aging & disabled adults to connect with a closed preset group of contacts via voice or video, email, share photos, search for and partake in virtual classes, alert for specific events, and easily get access to community activities or services. The device will be easily customizable to add/change/delete services and events as needed, such as access to specialized videos and links to community or relevant events and have ability to alert for designated calendar events (i.e., medication intake, doctor's appointment, etc.). Additionally, through the ATT Program, Participants will receive education, training, and technical support on how to use the device and internet connectivity to perform the basics of daily living, such as paying bills and grocery shopping, and other activities.

AD issued a competitive Invitation for Bids (IFB) solicitation on October 20, 2023, which resulted in MCS being selected as the successful Bidder, and we intend to award and execute this Contract upon your Board's approval. Through the ATT Program, MCS will do a robust outreach effort to identify and enroll eligible participants. They will purchase and prepare devices for issuance and upon AD's review and approval, MCS intends to purchase 3,000 devices, which meet the Department's required technical specifications, from Claris Healthcare. Device ownership will be transferred from MCS to the Participant upon issuance and receipt of the device. MCS will establish and maintain a customer support hotline that will be available, Monday through Friday from 8:00 am to 5:00 pm, that will address the language needs.

To ensure equitable access to the services, AD will apply the Anti-Racism, Diversity, and Inclusion (ARDI) framework and target our outreach efforts to those communities with the highest, high, and moderate service need. In addition, following CDA guidelines for digital connection programs, service delivery is for all however priority will give the low-income older

adults, and adults with disabilities or otherwise fall within the category of greatest economic and social need within the meanings of the Older Americans Act, the Older Californians Act, and their respective regulatory counterpart.

The Department has received guidance from the State that additional funds may be made available in the future. AD seeks your approval to accept these funds if they become available to expand services. We will provide notice to the Board if additional funds are received and how they are utilized.

IMPLEMENTATION OF STRATEGIC PLAN

The recommended actions support the following Countywide Strategic Plan Goals: Strategy I.1 (Increase Our Focus on Prevention Initiatives) by promoting self-sufficiency and independence among older adults; Strategy I.2 (Enhance Our Delivery of Comprehensive Interventions) by ensuring the delivery of a broad-range of community-based services for older adults; and Strategy II.2 (Support the Wellness of Our Communities) by increasing services that promote the well-being of older adults.

FISCAL IMPACT/FINANCING

ATT funding is provided by CDA for the administration of services and supports in alignment with the Centers for Medicare & Medicaid Services' (CMS) Home and Community Based Services (HCBS) spending plan.

The anticipated funding for the recommended Contract is \$9,259,000 for the initial term of February 15, 2024, through September 30, 2024. Estimated breakdown* of funding by category is as follows:

Personnel	\$1,073,000
Outreach	\$315,000
Customer Support Hotline	\$186,000
Devices (<i>includes 3,000 devices, software, and technical support</i>)	\$1,940,000
Data Plans (<i>2-year plan for 3,000 devices</i>)	\$4,670,000
Deployment (<i>includes space and shipping costs as with issuance/distribution</i>)	\$298,000
Education and Training	\$660,000
Evaluation	\$68,000
Other Costs (<i>misc. i.e., materials/supplies</i>)	\$49,000
Grand Total	\$9,259,000

* Estimated breakdown is subject to change. This breakdown includes MCS' administrative and indirect costs in each funding category. The above information is based on MCS' proposed budget of eight (8) months to cover the initial anticipated contract term of February 15, 2024 – September 30, 2024.

Funding is included in the AD Fiscal Year (FY) 2023-24 budget and will be requested in future budget requests. There is no net County cost associated with this program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contractor complies with all Board and County requirements. The Contract includes standard County terms and conditions in addition to federal and State terms and conditions that are required for AD to administer/operate the Program. Further, the Contract is not subject to the requirements for Proposition A, in which living wage laws would be applicable as confirmed by County Counsel. AD will obtain County Counsel approval as to the form of the Contract prior to its execution and/or amendment.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Chief Information Office has reviewed the Information Technology components of this request and recommends approval. The Chief Information Office Analysis is enclosed (Attachment II).

The original term of the Contract will commence on February 15, 2024, through September 30, 2024, and will be valid for a maximum Contract term of approximately eight (8) months with up to one, six (6) months option to extend, contingent upon California Department of Aging approval.

CONTRACTING PROCESS

On October 20, 2023, AD released a competitive Invitation for Bids (in accordance with federal, State, and County procurement standards) under solicitation number AAA-ATT-2324 IFB. AD was seeking a qualified Bidder to provide ATT Services Countywide. Notification of this release occurred as follows:

- Newspaper Publication: AD advertised the IFB in the following newspapers of general circulation in Los Angeles County and bordering counties: Los Angeles Times; Daily News; San Gabriel Valley Tribune; Long Beach Press Telegram; Torrance Daily Breeze; Orange County Register; La Opinion; and Los Angeles Watts Times.
- Posting on Internal Services Department (ISD)/Office of Small Business (OSB) Website: In accordance with County requirements, AD posted notification of the IFB on the ISD website (which also meets the requirement to post on the OSB website) using multiple commodity/service codes associated with ATT Services. Based on WebVen registered vendors associated with those commodity/service codes, this notification was sent to approximately 1,398 potential Bidders.
- GovDelivery Notifications: AD utilizes GovDelivery, a web-based email subscription management system, which includes approximately 4,783 vendors that have signed up to receive news and information pertaining to contracting opportunities with AD. These

vendors were notified regarding the release of this IFB.

Two (2) Bidders' conferences were held to address questions received from potential Bidders, and no protests were received in response to the solicitation requirements.

On November 17, 2023, AD received three (3) bids in response to the IFB. In accordance with County requirements, two (2) bids were determined to be unresponsive. The third bid from MCS was determined to be responsive and responsible, and MCS was notified of its prospective award. There were no protests in response to this evaluation and the recommendation to award.

In accordance with Board Policy 5.130 (Contracting with Community Business Enterprise Firms) requiring disclosure of information pertaining to Community Business Enterprise (CBE) firms, AD has reflected this information in Attachment III. On final analysis and consideration of this award, the successful bidder was selected without regard to race, creed, or color.

MONITORING REQUIREMENT

Administrative, programmatic, and fiscal monitoring of the Contractor will be conducted, if agreed upon, by the Auditor Controller or an approved vendor procured through the Los Angeles County Auditor Controller's Master Agreement for As-Needed Contract Audits/Studies to ensure Contract compliance.

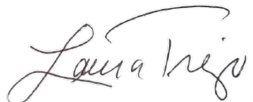
IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow for the continued provision of ATT Services Countywide. These Services provide vital support and resources to the residents of Los Angeles County. As such, it is in the County's best interest to execute this Contract.

CONCLUSION

Upon your approval of the recommended actions, AD's Director, or designee, will proceed to execute the Contract, and any future amendments as noted herein. Should you have any questions, please contact me directly, or your staff may contact Ms. Ashley Liang, Executive Assistant, at ALiang@ad.lacounty.gov.

Respectfully Submitted,



DR. LAURA TREJO
Director

Reviewed By,



PETER LOO
Acting Chief Information Officer

The Honorable Board of Supervisors
February 6, 2024
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LT:LS:DL:MFR:cd

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Enclosures

**APPENDIX A
(CONTRACT)**



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AGING AND DISABILITIES DEPARTMENT

AND

FOR

ACCESS TO TECHNOLOGY (ATT)

CONTRACT NUMBER _____

CONTRACT PERIOD FEBRUARY 2024 – SEPTEMBER 2024

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Exhibit T (List of Subcontracts)

RECITALS

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

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

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

and

[@ Supplier Name @]
("Contractor ")

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

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

WHEREAS, in August 2020, Governor Newsom issued Executive Order N-73-20 to improve digital connectivity across the state. The order directed the Broadband Council to develop a statewide Broadband Action Plan and promote digital equity throughout California; and

WHEREAS, in July 2021, the Governor signed Assembly Bill (AB) 135 into law, which added Welfare & Institutions Code (WIC) Section 9104, requiring the California Department of Aging ("CDA" or "State") to administer the Access to Technology (ATT) pilot program to meet the needs of diverse older adults and adults with disabilities with connecting to technology to help reduce isolation, increase social connections, and enhance self-confidence in navigating digital and online resources; and,

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

WHEREAS, County has received funding to establish, implement and oversee Program Services and such funding has been authorized by the CDA in alignment with the Centers for Medicare & Medicaid Services' (CMS) Home and Community Based Services (HCBS) spending plan; and

WHEREAS, Contractor warrants that it possesses and will maintain the competence, expertise, and personnel necessary to provide such ATT Services within County's jurisdictional boundaries for Supervisorial Districts 1, 2, 3, 4, and 5 throughout the term of this Contract; and

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

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

WHEREAS, on **[@ Board Date @]**, the Los Angeles County Board of Supervisors authorized the Director of County of Los Angeles Aging and Disabilities Department ("County's Director") or their designee to enter, execute and administer this Contract.

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

1.0 APPLICABLE DOCUMENTS

- 1.1** Exhibits A, B, D, E, F, G, J, K, N, O, P, Q, R, S, and T are attached to and form a part of this Contract. This Contract constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2** Contractor's Bid submitted in response to the Access to Technology Invitation for Bids (IFB) is incorporated and made part of this Contract. Contractor's misrepresentation of any required element in its Proposal submitted in response to the IFB will be considered an event of default and this Contract may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3** The headings, page numbers, Paragraph and Subparagraph numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4** References in this Contract to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda will mean such laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: <https://www.lacountyad.org/business>.
- 1.5** Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Contract, will be in writing, and will be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.

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

- 1.6.1 Exhibit A (Statement of Work)
- 1.6.2 Exhibit B (Budget)
- 1.6.3 Exhibit D (County's Administration)
- 1.6.4 Exhibit E (Contractor's Administration)
- 1.6.5 Exhibit F (Contractor Acknowledgement and Confidentiality Agreement)
- 1.6.6 Exhibit G (Safely Surrendered Baby Law)
- 1.6.7 Exhibit J (Charitable Contributions Certification)
- 1.6.8 Exhibit K (Information Security and Privacy Requirements)
- 1.6.9 Exhibit N (Criteria and Standards for Letters of Credit and Certificates)
- 1.6.10 Exhibit O (Contractor's Compliance with Encryption Requirements)
- 1.6.11 Exhibit P (Definitions)
- 1.6.12 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.13 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.14 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)
- 1.6.15 Exhibit T (List of Subcontracts)

1.7 In addition to the terms and conditions listed herein, Contractor must comply with the State's terms and conditions and must obtain the most current version of the CDA contract and any amendments thereto which are available online as follows: <https://www.aging.ca.gov/Providers and Partners/Area Agencies on Aging/Contracts Download Page/>

1.8 All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Contractor pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and will form a part of this Contract. Contractor must comply with all directions and instructions issued by County through these forms of communication.

2.0 DEFINITIONS AND HEADINGS

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

3.0 WORK

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

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

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

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

3.5 Contractor's performance under the requirements of this Contract will be evaluated during the Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Contractor must provide Services and expend the Contract Sum allocated for the Fiscal Year under this Contract as stated in: Paragraph 5.0 (Contract Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); and Budget exhibit.

3.6 Intentionally Omitted

3.7 Contractor acknowledges that this Contract includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). These Requirements will be used to measure Contractor's performance of the Contract and the Work. Contractor must adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work), Attachment 1 (Performance Requirements Summary Chart).

3.8 The Contract Sum allocated for any Fiscal Year under this Contract and the Services associated with those funds may be reduced from Contractor's allocation and reallocated to other ATT Contractors that are performing and/or expending at a higher level and qualify for increases if Contractor fails to provide at least ninety-five percent

(95%) of the Services and/or expend at least ninety-five percent (95%) of the Contract Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Contract Sum).

3.9 Contractor agrees that the performance of Work and Services pursuant to the requirements of this Contract will conform to accepted professional standards.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be eight (8) months commencing on February 15, 2024, upon execution by the parties, and will continue through September 30, 2024, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Contract. The term of this Contract will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

4.2 Intentionally Omitted.

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

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

5.0 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

5.1.1 Cost Reimbursement Contract

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

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

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

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

5.1.2 **Funding Allocations**

5.1.2.1 During the term of this Contract, Contractor will receive funding for providing the Services outlined in this Contract. The funding allocation for the initial term of this Contract is **\$[@ Maximum Annual Contract Sum (Year 1) @]** ("Contract Sum Year 1") and the year-to-date funding allocation is **\$[@ Maximum Contract Sum@]** ("Maximum Contract Sum"). Any additional funding that is allocated under this Contract will increase the Maximum Contract Sum.

5.1.2.2 Intentionally Omitted.

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

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

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

5.1.3.2 Access to Technology Original Baseline Funds

5.1.3.2.1 Contract Sum: **\$[@ Year 1 Annual Sum (HCBS) @]**

5.1.3.2.2 Service Area: Supervisorial Districts 1, 2, 3, 4 and 5

5.1.3.2.3 Period of Performance: **[@ Period of Performance @]**

5.1.3.2.4 Allocation Letter: Original Baseline Funding Allocation for Access to Technology Program Services

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

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

5.3 NOTIFICATION OF 75% OF CONTRACT SUM

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

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

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

5.5 INVOICES AND PAYMENTS

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

5.5.2 Contractor's invoices must be priced in accordance with the information provided in Budget exhibit for the Fiscal Year (or Program Year) identified therein. Contractor will be paid only for the tasks, deliverables, goods, Services, budgeted items, and other work approved in writing by County. If County does not approve the Work in writing, no payment will be due to Contractor for that Work.

5.5.3 **Submission of Invoices**

5.5.3.1 Contractor must prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Contractor's Work performed under the requirements of this Contract. Upon direction of County, Contractor must provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. Contractor must submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Contractor must submit an invoice for Services provided in October by November 10th for reimbursement). Contractor must also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Contractor must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

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

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

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

5.5.3.4.1 When County or its designee discovers that Contractor has been overpaid, County will send Contractor written notification to request return of the overpayment. Overpayment includes, but

is not limited to, payment(s) made to Contractor that exceeds the Subaward Sum allocated for any Fiscal Year under this Contract. Contractor must return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

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

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

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

5.5.4 **County Approval of Invoices**

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

5.5.4.2 County will review Contractor's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Contractor's costs reported on the invoice have been paid. County will communicate any discrepancies with Contractor to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Contractor is not able to substantiate the cost(s), Contractor will have to repay County for all unsubstantiated costs, Contractor may be removed from

eligibility for future cash advances (if cash advances are allowed under this Contract), Contractor's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.5.5 **Payments to Contractor**

5.5.5.1 In accordance with the invoicing policies and procedures set forth in this Contract as well as those provided by County, County agrees to pay Contractor for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums, or modifications thereto. Such payment will not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Contractor will be made in arrears on a monthly basis for Services performed, provided that Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those Services expressly authorized by this Contract.

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

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

5.5.5.4 **Past Due Invoice**

5.5.5.4.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered will constitute a "past due invoice". Notwithstanding any other

provision of this Contract, Contractor and County agree that County will have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted, provided that sufficient funds remain available under this Contract.

5.5.5.5 Intentionally Omitted

5.5.6 Contract-Related Documents

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

5.5.7 Preference Program Enterprise– Prompt Payment Program

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

5.6 INTENTIONALLY OMITTED

5.7 LIMITATIONS ON USE OF CONTRACT SUMS

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

5.7.2 County and Contractor acknowledge that this Contract is funded with State, County and/or available local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agree that expenditures made by Contractor in the

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

5.7.3 **Limitations on Contract Sums**

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

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

5.7.4 **Prohibitions on Contract Sums**

5.7.4.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agree that Contractor must comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan, or cooperative agreement. Contractor must also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and must provide assurance that all Subcontractors under this Contract also fully comply with such certification and disclosure requirements.

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

5.8 OTHER CONTRACTS

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

5.9 JOINT FUNDING REVENUES

- 5.9.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agree that funds made available under this Contract will supplement and not supplant any other Federal, State, or local funds expended by Contractor to provide Program Services. Contractor certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. To this end, Contractor must complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Contract (and annually thereafter). Contractor must submit the completed Exhibit R (Joint Funding

Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 INTENTIONALLY OMITTED

5.11 INTENTIONALLY OMITTED

5.12 INTENTIONALLY OMITTED

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

5.13.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/Contract with County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.13.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.13.4 At any time during the duration of the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with County, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 COUNTY ADMINISTRATION

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

6.2 COUNTY'S CONTRACT MANAGER

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

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

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

6.3 COUNTY'S PROGRAM MANAGER

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

6.4 COUNTY'S COMPLIANCE MANAGER

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

6.5 COUNTY'S BUSINESS HOURS

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR ADMINISTRATION

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

7.2 CONTRACTOR'S PROJECT MANAGER

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

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

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

7.3 APPROVAL OF CONTRACTOR'S STAFF

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

7.4 CONTRACTOR'S STAFF IDENTIFICATION

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

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

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

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

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

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

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from providing Services under this Contract.

Contractor must comply with County's request at any time during the term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.

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

7.6 CONFIDENTIALITY

- 7.6.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided under this Contract). Notwithstanding this acknowledgement, County and Contractor agree that Contractor must maintain the confidentiality of all

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

- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Subparagraph, Exhibit F (Contractor Acknowledgement and Confidentiality Agreement), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor must inform all its officers, employees, agents, and Subcontractors providing Services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 **Unauthorized Disclosure**
 - 7.6.5.1 Contractor and any approved Subcontractor must ensure that all Protected Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information will remain in force until superseded by laws, regulations, or policies.
 - 7.6.5.2 Contractor and any approved Subcontractor must protect from unauthorized disclosure, PSCI such as names and other

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

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

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

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

8.1.3 County's Director or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to this Contract must be

prepared by County and executed by Authorized Representative and by County's Director or their designee.

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

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

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

8.1.5 **Change Notice**

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

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

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

8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract), whether in whole or in part, without the prior

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

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

8.3 AUTHORIZATION WARRANTY

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

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

8.3.3 Board of Directors' Resolution

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

- 8.3.3.2 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental

agency), Contractor must submit to County a copy of its resolution, order, or motion which has been approved by its Governing Body (e.g., City Council) and signed by the presiding chairperson/president of the Governing Body. If Contractor is a private non-profit entity, Contractor must submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

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

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

8.6 COMPLIANCE WITH APPLICABLE LAWS

- 8.6.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided under this Contract). Notwithstanding this acknowledgement, County and Contractor agree that in the performance of this Contract, Contractor must comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Contractor must also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.7.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 [Title 42 United States Code Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to County:

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

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

8.7.1.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.1.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

8.7.3 Intentionally Omitted.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

8.8.1.1 This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury

Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

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

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

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

during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this, Contract, Contractor will give consideration for any such employment openings to participants in County of Los Angeles

Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bizdev@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

(4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

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

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

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

8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing

on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 **Subcontractors of Contractor**

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

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

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

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 Contractor will 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 must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agree that 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor must obtain from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Contractor must indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

- 8.19.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agree that Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay,

liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and must 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 must not

be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.
- 8.22.4 Contractor must adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined

below) have been given Insured status under Contractor's General Liability policy, must be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Contract.

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

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

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

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

County of Los Angeles
Aging and Disabilities Department
Contracts Management Division
Attention: County's Contract Manager
510 South Vermont Avenue
Los Angeles, CA 90020

8.24.2.6 Contractor also must promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County's Program Manager of any third-party claim or suit

filed against Contractor or any approved Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

8.24.10.1 Contractor's policies will not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be

executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability

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

General Aggregate:	\$2 million
Products/Completed Operations	\$1 million

Aggregate:
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

8.25.2 **Automobile Liability**

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

8.25.3 **Workers Compensation and Employers' Liability**

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

8.25.4 **Intentionally Omitted**

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

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

8.25.6 **Intentionally Omitted**

8.25.7 **Sexual Misconduct Liability**

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

8.25.8 Cyber Insurance Liability

8.25.8.1 Contractor must secure and maintain cyber liability insurance coverage with limits of at least two million dollars (\$2,000,000) per occurrence and in the aggregate during the term of Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Contract. Contractor must add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and County reserves the right to increase this limit based on its final assessment of the project during the Contract negotiations.

8.25.9 Intentionally Omitted

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County's Director, or their designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County's Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment, or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be

forwarded to Contractor by County's Director, or their designee, in a written notice describing the reasons for said action.

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

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

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

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

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

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

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

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agree that Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to County each of the following:

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

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

8.28.2.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

- 8.28.4 Contractor certifies and agrees that it will deal with any approved Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 8.28.6 Contractor will allow County representatives access to Contractor's employment records during County's business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

8.31.1 Contractor must bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Contractor regarding the performance of Services as stated in this Contract. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Director, or their designee will resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Contract, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential" or "proprietary". County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 PUBLICITY

- 8.37.1 Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its Services and related Clients to sustain itself, County will not inhibit Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 Contractor must develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager.
- 8.37.2 Without the prior written consent of County, Contractor may indicate in its proposals and sales materials that it has been granted this Contract with County, provided that the requirements of this Subparagraph 8.37 will apply.
- 8.37.3 Contractor will not use or display the official seal of County of Los Angeles or the logo of Aging and Disabilities Department on any of its letterhead or

other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the County's Board.

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

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

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

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

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

certificate of destruction must be provided to County's Contract Manager upon County's request.

8.38.2 Access to Records

- 8.38.2.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), must have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, any books, documents, papers and records of Contractor that are directly pertinent to this Contract (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Contract must not be limited to the authorized retention period but must last as long as the records are retained.
- 8.38.2.2 If this Contract (or any part thereof) is terminated, Contractor must preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Contract. Contractor must ensure that any resource directories and all Client records remain the property of County upon termination of this Contract, and that they are returned to County or transferred to another Contractor as instructed by County in writing.
- 8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Contractor must maintain all records relative to such action and must make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Contractor in writing.
- 8.38.2.4 County reserves the right to take physical custody of Contractor's records when any of the following situations occur: in the event that a potential litigation may be levied against Contractor for its Work performed under this Contract; when County determines that Contractor is at a high risk of ceasing its operations during any time within the Contract term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Contractor terminate the contractual relationship. For purposes of this Contract, high

risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 **Monitoring Reviews**

8.38.3.1 Contractor must provide the Services herein under the general supervision of County's Director and their authorized administrators who are designated in Paragraph 6.0 (Administration of Contract-County). County will supervise, monitor, and specify the kind, quality, appropriateness, timeliness, and amount of the Services to be provided by Contractor as well as the criteria for determining the persons to be served (Clients). Contractor must extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Contractor's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Contract. Contractor must provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) will not unreasonably interfere with Contractor's performance. The requirements of this Subparagraph 8.38 will also apply to Subcontractors providing Services on behalf of Contractor.

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

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

8.38.3.2 County will monitor Contractor's Services provided under this Contract on a regular basis and County may conduct unannounced site visits to ensure Contractor's compliance with this Contract. County will summarize the results of the

monitoring efforts in written reports, which will be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Contractor employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Contractor are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

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

8.38.4 Independent Audit Requirements

8.38.4.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agree that the requirements for expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. To this end, when Contractor expends Contract Sums totaling seven hundred fifty thousand dollars (\$750,000) or more in a year, Contractor must obtain an annual Program-specific audit. Such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Contractor must submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter must be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the Program-specific audit, Contractor must obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Contractor must submit a copy of the auditor's report to

County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

- 8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Contractor for any Fiscal Year (or Program Year), Contractor must make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Contract Sums, the Program and Services. Contractor must comply with the review and audit requirements which must be identified in writing by County and/or its duly authorized representatives.
- 8.38.4.3 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Compliance Manager within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.4.4 If, at any time during the term of this Contract or during the authorized retention period of this Contract as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference will be either: a) repaid by Contractor to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.38.5 Failure to Comply with Requirements

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

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

8.40.2 If Contractor desires to enter into a Subcontract for the purpose of delegating any of the requirements of this Contract, Contractor must complete Exhibit T (List of Subcontracts) and at County's request must promptly provide the following information either on or along with Exhibit T (List of Subcontracts):

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

8.40.2.2 A draft copy of the proposed Subcontract.

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

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

8.40.4 Contractor will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to grant through a Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.

- 8.40.5 County's consent to allow Contractor to enter into a Subcontract with a third-party will not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing Services under this Contract. Contractor is responsible for notifying any approved Subcontractors of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees. After County's approval of the Subcontract, Contractor must forward a copy of the fully executed Subcontract to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Contractor to enter into such Subcontract(s).
- 8.40.8 Contractor must obtain current valid certificates of insurance, which establish that each Subcontractor maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Subcontractor Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance must also indicate the Subcontract number for each Subcontractor. Before any Subcontractor employee performs any Work hereunder, Contractor must ensure delivery of all such documents to County's Contract Manager or designee.
- 8.40.9 Amending a Subcontract may be initiated by either Contractor or County. When an amendment is initiated by County, County will outline the reason(s) for the amendment and Contractor must comply with County's request. All Subcontract amendments are subject to review and must be approved in writing by County before they are executed. Contractor must provide a draft copy of the proposed amendment to County's Contract Manager, and must allow County up to thirty (30) days to complete its review process. After County's approval of Contractor's amendment, Contractor must forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided under this Contract). Notwithstanding this acknowledgement, County and Contractor agree that Contractor must adhere to all applicable Federal, State and/or County requirements for the procurement of a Subcontractor(s) and/or vendor services using Contract Sums.
- 8.40.11 In the event County approves Contractor's request to delegate any part of the requirements of this Contract through a Subcontract, all applicable provisions, and requirements of this Contract must be made applicable to such Subcontract. To this end, Contractor must include the following provision in the Subcontract: This agreement is a Subcontract under the

terms of a prime Contract (identified as Contract Number [@PO Document Number @] with County of Los Angeles Aging and Disabilities Department and will be subject to all of the provisions of such prime Contract. All representations and warranties under this Subcontract must inure to the benefit of County of Los Angeles.

8.40.12 Pursuant to the provisions of this Contract, County has the right to review and consent (or not consent) to Contractor's use of Subcontractors that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Subcontract will not be deemed as validation of the procurement method used by Contractor, and only reflects County's approval as to the form of the Subcontract terms and conditions as well as the services being provided under such agreement.

8.40.13 When entering into a Subcontract with a qualified organization, Contractor must maintain documentation that supports/justifies the procurement method and evaluation process used by Contractor to select the qualified vendor for a Subcontract. County's continuing consent to a Subcontract is contingent upon Contractor's assurance that the procurement process was compliant with the requirements noted herein as well as all other Contract requirements, and that the Subcontractor continues to retain staff and infrastructure experienced with providing the necessary services.

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

8.40.15 Intentionally Omitted.

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

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

8.42 TERMINATION FOR CONVENIENCE

8.42.1 County may terminate this Contract, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole

discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than thirty (30) calendar days after the notice is sent.

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

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

8.43.1.1 Contractor has materially breached this Contract; or

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

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

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

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

8.45 TERMINATION FOR INSOLVENCY

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

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS

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

8.48 VALIDITY

- 8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

8.53 TIME OFF FOR VOTING

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

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

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

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

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

8.55 INTENTIONALLY OMITTED

8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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

8.57 COMPLIANCE WITH COUNTY POLICY OF EQUITY

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

inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

8.59 INJURY AND ILLNESS PREVENTION PROGRAM

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

8.60 INTENTIONALLY OMITTED

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 Fraud Prevention Reporting

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

9.1.2 Child Abuse Reporting

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

9.1.3 **Elder and Dependent Adult Abuse Reporting**

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

9.1.4 **Withholding of Payment**

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

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

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

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([Senate Bill 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit J (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable

contributions comply with California law in order to protect County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Contract, debarment proceedings or both ([County Code Chapter 2.202](#)). Prior to the commencement of this Contract, Contractor must submit the completed Exhibit J (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

9.4 INTENTIONALLY OMITTED

9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES

9.5.1 Contractor may use Contract Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided under this Contract). Notwithstanding this acknowledgement, County and Contractor agree that Contractor must adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Contract Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

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

9.6 LIMITATION ON CORPORATE ACTS

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

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

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

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

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

9.7 COUNTY'S PREFERENCE PROGRAM

9.7.1 Local Small Business Enterprise Preference Program

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

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

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

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

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

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

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

9.7.1.5 The above penalties will also apply when Contractor has previously obtained proper certification; however, as a result of a change in its status, Contractor is no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this

information prior to responding to a solicitation or accepting a contract award.

9.7.2 Social Enterprise Preference Program

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

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

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

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

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

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

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

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

9.7.3 **Disabled Veteran Business Enterprise Preference Program**

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

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

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

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

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

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

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

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

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

9.9 MODIFICATIONS

9.9.1 Modifications to this Contract

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

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

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

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

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

9.9.2 **Budget Modifications**

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

9.9.3 **Intentionally Omitted**

9.10 NEPOTISM

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

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.11.1 County will be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Contractor's Work pursuant to this Contract. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to,

and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's Work under this Contract.

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

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.12.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or

any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.

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

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

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

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

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

9.13 PROBATION AND SUSPENSION

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

9.13.2 Probation

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

9.13.2.2 When County places Contractor on probation, County will provide Contractor a written notice indicating the reasons for the probation (which will include a description of the areas of Contractor's non-compliance), the date upon which this probation will become effective, the date upon which

Contractor must fully remedy all areas of non-compliance and a determination as to whether or not Contractor may continue to provide Services during the probation.

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

9.13.3 **Suspension**

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

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

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

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

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

9.14 INTENTIONALLY OMITTED

9.15 TRAVEL EXPENSES

- 9.15.1 Contractor shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of Contractor.

9.16 DRUG-FREE WORKPLACE

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

and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided under this Contract). Notwithstanding this acknowledgement, Contractor and any approved Subcontractor(s) must also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Contractor and any approved Subcontractor(s) must provide and maintain a drug-free workplace for all of their employees, and must have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Contractor, any approved Subcontractor or both will subject Contractor to remedies available under the terms of this Contract. Such remedies will include suspending Contractor's payments, placing Contractor on probation or suspension, terminating this Contract or other available remedies which will be determined by County at County's sole discretion.

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

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

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

Information Assets) against internal and external threats, vulnerabilities, and risks. Contractor must also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

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

9.17.3 **Information Technology Systems - Management Information System**

9.17.3.1 **Data Entry**

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

9.17.3.1.2 Contractor must ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Contractor must track, document, and report the actual date when Services are rendered. Contractor must complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and must ensure that Service recording is accurate each day (i.e., to ensure accurate reporting, Contractor must enter Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Contractor must not back-date any data and any attempts to do so may subject Contractor to appropriate remedies as determined by County at County's sole discretion.

9.17.3.2 **Data Records**

9.17.3.2.1 Contractor's failure to submit the required MIS data within the time and manner as designated by County may subject Contractor to

appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Contractor becomes compliant. County will consider Contractor's non-compliance during future funding decisions.

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

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

9.17.3.3 **MIS Personnel**

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

9.17.3.3.2 Contractor must provide the names of Contractor's primary and secondary MIS employees using Exhibit E (Contractor's Administration). Contractor must submit the completed Exhibit E (Contractor's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit E (Contractor's Administration), Contractor must

update Exhibit E (Contractor's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Contractor employees who have been designated by Contractor and assigned a password by County will be allowed to access the MIS system.

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

9.17.4 **County Information Assets**

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

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

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

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

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

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

9.17.5 **Data Destruction**

9.17.5.1 When Contractor has maintained, processed, or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Contractor under this Contract and applicable law, County will have sole authority to determine when Contractor must destroy any such County Information Assets as described herein. Contractor must only proceed with the destruction of County Information Assets (which may be

stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.

9.17.5.2 Contractor must destroy such County Information Assets by:

9.17.5.2.1 Cross-cut shredding or otherwise destroying paper, film, disk drives or other hard copy media so that PSCI cannot be read or otherwise reconstructed.

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

9.17.5.3 Contractor will have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

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

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

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

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

- 9.17.6.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.
 - 9.17.6.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).
 - 9.17.6.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
 - 9.17.6.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
 - 9.17.6.1.5 At a minimum, Contractor must use Advanced Encryption Standard ("AES") with cipher strength of 256-bit
 - 9.17.6.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Contractor must obtain written approval from County's Contract Manager.
- 9.17.6.2 Contractor and any approved Subcontractor must use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
- 9.17.6.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
 - 9.17.6.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.6.3 Contractor and any approved Subcontractor must have operational policies, procedures and practices which protect County Information Assets (PSCI) as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).
- 9.17.6.4 Contractor and any approved Subcontractor must encrypt PSCI which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables,

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

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

9.17.7 **Software Maintenance and Operational Management**

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

9.17.7.2 Contractor and any approved Subcontractor must ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on which County Information Assets are stored, accessed and/or transmitted.

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

9.17.8 **Security Incident Reporting**

9.17.8.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Contractor employees access systems in excess of their user rights or use the systems

inappropriately, data is breached, etc. Contractor and any approved Subcontractor must comply with California Department of Aging's security incident reporting procedure which is available online at <http://www.aging.ca.gov/ProgramsProviders/#Resources>.

9.17.8.2 Notification of Security Breach to County

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

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

9.17.8.3 Notification of Security Breach to Clients

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

9.17.9 Electronic Backups

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

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

9.18 REMEDIES FOR NON-COMPLIANCE

9.18.1 Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines, and instructions issued by or on behalf of Federal, State or County authorities. Contractor's failure to comply with such requirements will subject Contractor to remedies which are available under

this Contract and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Contract Sums (for purposes of this Contract, de-obligation is the partial or full removal of Subaward Sums from Contractor); re-obligation of Contract Sums (for purposes of this Contract, re-obligation is the allocation of de-obligated Contract Sums to another current contractor(s) and/or to a new contractor); debarment; and/or termination of this Contract. County will have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.19 INTENTIONALLY OMITTED

9.20 CONTRACT DOCUMENT DELIVERABLES

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

9.20.1.1 Contract Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

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

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

9.20.3 Contract Compliance Documents

9.20.3.1 Business License

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

9.20.3.2 **Certificate of Insurance**

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

9.20.3.3 **Intentionally Omitted**

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

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

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

9.20.4.2 **Board of Directors' Resolution**

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

9.20.4.3 **Board of Directors Roster**

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

9.20.4.4 **Bylaws**

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

9.20.4.5 **Complaint Policies and Procedures**

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

9.20.4.6 **Organization Chart**

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

9.20.4.7 **Subcontract**

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

9.20.4.8 Tax Exempt Status Letter

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

9.20.5 Reporting Documents

9.20.5.1 Cost Allocation Plan

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

9.20.5.2 Closeout Report

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

9.20.5.3 Other Reporting Documents

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

9.21 FISCAL REPORTING REQUIREMENTS

9.21.1 Cost Allocation Plan for Cost Reimbursement Activities

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

- 9.21.1.2 The Cost Allocation Plan must adhere to the requirements outlined in the following: County directives (including but not limited to WDACS/AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Contracts)) which may be obtained at <https://www.lacountyad.org/business>, Exhibit Q (Accounting, Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan must include the following information:
- 9.21.1.2.1 Description of Contractor's organization (i.e., non-profit, for-profit, public/government, etc.).
 - 9.21.1.2.2 Description of Contractor's general accounting policies, including its basis of accounting.
 - 9.21.1.2.3 List of all the funded programs.
 - 9.21.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.
 - 9.21.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.
 - 9.21.1.2.6 Identification of the Contract year term for any information/documentation related to the Plan.
 - 9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.21.1.3 Every cost included in the Cost Allocation Plan must be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.
- 9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Contractor must sign the Cost Allocation Plan and any revisions made thereto.
- 9.21.1.5 Intentionally Omitted
- 9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Contract term then Contractor must submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.

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

9.21.2 Closeout Reporting Requirements

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

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

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

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

- 9.21.2.5 At the end of the funding cycle/during the closeout, Contractor must ensure that all of the following items match:
- 9.21.2.5.1 The Contract Sum allocated by line items on Contractor's final approved Budget(s), where the Contract Sum is the funding allocated for the Fiscal Year under this Contract and it is distributed using the line items/cost categories reflected in Contractor's final approved Budget(s).
 - 9.21.2.5.2 The Grant Share, which is allocated by line items on Contractor's Closeout Report, where the Grant Share is the actual Contract Sum that Contractor has budgeted by line items/cost categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).
 - 9.21.2.5.3 The Amount Received by line item as reported on Contractor's Closeout Report, where the Amount Received is the actual Contract Sum reimbursed to Contractor for its line items.
- 9.21.2.6 In the event that the line item amounts reflected as the Contract Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County will allow a maximum of ten percent (10%) variance between the Contract Sum and Grant Share (specifically, the variance between the Contract Sum line items reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report).
- 9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Contract Sum of \$100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space will be \$100, and the Amount Received reflected on the Closeout Report for Space will be \$100. Alternatively, if the Contract Sum for Space is reflected on the final approved Budget(s) as \$100 but the Grant Share for Space is reflected on the Closeout Report as \$95, and the Amount Received for Space is reflected on the Closeout Report as \$95 then the \$5 variance (which is five percent (5%) of the Contract Sum amount for the Space line item) is within the allowable ten percent (10%) variance.

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

9.21.3 **Intentionally Omitted**

9.22 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

9.22.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided under this Contract). Notwithstanding this acknowledgement, County and Contractor agree that pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Contractor will be responsible for obtaining and maintaining a Universal Identifier. The Universal Identifier is a Unique Entity ID (UEI) comprised of a unique twelve-character alpha numeric identification number assigned by SAM and is site-specific. Therefore, each distinct physical location of Contractor's organization (such as branches, divisions, and headquarters) will have its own, UEI number. Contractor may register for a UEI number at <https://sam.gov/content/entity-registration>. Contractor must comply with the requirements outlined in this Subparagraph 9.22.

9.22.2 Contractor must provide a valid UEI number using Exhibit E (Contractor's Administration) and must submit the completed Exhibit E (Contractor's Administration) in the time and manner as directed by County. Contractor must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://sam.gov/content/status-tracker>. If County cannot access or verify "Active" status for Contractor's UEI information, which is related to this Contract on the Federal Funding Accountability and Transparency Act Contract Reporting System, County will notify Contractor and Contractor must immediately update the information as required.

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

9.23 UNUSUAL OCCURRENCES AND CRIME

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

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

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

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

9.24 INTENTIONALLY OMITTED

10.0 SURVIVAL

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

Paragraph 1.0 Applicable Documents

Paragraph 2.0 Definitions and Headings

Paragraph 3.0 Work

Subparagraph 5. No Payment for Services Provided Following Expiration or Termination of Contract

Subparagraph 7.6 Confidentiality

Subparagraph 8.1 Amendments

Subparagraph 8.2 Assignment and Delegation/Mergers or Acquisitions

Subparagraph 8.6 Compliance with Applicable Laws

Subparagraph 8.19 Fair Labor Standards

Subparagraph 8.20 Force Majeure

Subparagraph 8.21 Governing Law, Jurisdiction, and Venue

Subparagraph 8.23 Indemnification

Subparagraph 8.24 General Provisions for all Insurance Coverage

Subparagraph 8.25 Insurance Coverage

Subparagraph 8.26 Liquidated Damages

Subparagraph 8.34 Notices

Subparagraph 8.38 Record Retention and Inspection and Audit Settlement

Subparagraph 8.42 Termination for Convenience

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

COUNTY OF LOS ANGELES

By _____ Date _____
Dr. Laura Trejo, Director
County of Los Angeles
Aging and Disabilities Department

CONTRACTOR

Contractor's Legal Name

Contract Number

By _____ Date _____
Name of Authorized Representative

Title

Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By _____
Lawrence M. Green
Senior Deputy County Counsel

By _____ Date _____
Name of Authorized Representative

Title

Signature

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

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SOW ATTACHMENTS

- 1** Contract Discrepancy Report (CDR)
- 2** Performance Requirements Summary (PRS)
- 3** Device Specifications
- 4** Los Angeles County Aging and Disabilities Community and Senior Centers
- 5** County of Los Angeles Zip Codes by Supervisorial District

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County Aging and Disabilities Department (AD) is partnering with agencies or organizations to implement the Access to Technology (ATT) Program (Program), which aims to help meet the needs of diverse older adults and adults with disabilities with gaining access to digital connectivity. The purpose of the Program is to help reduce isolation, increase connections, and enhance self-confidence among older adults and adults with disabilities.
- 1.2 ATT Program Goals
 - 1.2.1 As further described in Paragraph 10.0 (Specific Work Requirements), the ATT Program aims to specifically provide eligible individuals (Participants) the following:
 - 1.2.1.1 A device with reliable broadband internet access through and 2-year unlimited data plan which allows them to be connected with the community and services such as telehealth, social engagement/isolation prevention, and informational resources.
 - 1.2.1.2 Initial education, training, and technical support on how to use the device and internet connectivity to perform the basics of daily living, such as paying bills and grocery shopping, and other activities to enhance social connectivity for Participants to live independently in the communities.

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

- 2.1 Services must be provided in Los Angeles County geographic areas identified in Attachment 5 (Los Angeles County Zip Codes by Supervisorial District) of this Exhibit A. Prior to modifying or terminating a site or revising hours of Services at a previously designated location(s), and before commencing such Services at any other location, Contractor must obtain written consent from County, and must comply with Paragraph 8.1 (Amendments) of this Contract as applicable.
- 2.2 Specific Work Requirements as stated in Paragraph 10.0 (Specific Work Requirements) and work hours must not be modified or terminated throughout the entire Contract term. Should an emergency arise, Contractor's request for Service or work hour modifications will be reviewed by County on a case-by-case basis.

- 2.3 All changes must be made in accordance with Paragraph 8.1, Amendments, of the Contract.

3.0 QUALITY CONTROL

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

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 Documentation of activities that take place, before, during, and after program implementation; Program output measures, outcome measures, and data collection process to measure program effectiveness; and
- 3.3 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

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

4.1 Meetings

- 4.1.1 Contractor is mandated to attend all meetings called by County, or authorized designee. Contractor will be given advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above-stated advance notice when necessary.
- 4.1.2 Contractor Staff, which include paid Employees and Volunteers, must regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by the County. Contractor may also choose to attend meetings outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other meetings designated by County.
- 4.1.3 Contractor's failure to attend all mandatory meetings (in-person or online) will be considered non-compliance with the Contract and may result in further action pursuant to the Contract, Paragraph 9.13 (Probation and Suspension), Paragraph 9.18 (Remedies for Non-Compliance), Attachment 2 (Performance Requirements Summary) of this Exhibit A, and any other applicable remedies.

4.2 Contract Discrepancy Report

- 4.2.1 Verbal notification of a Contract discrepancy will be made to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.
- 4.2.2 The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR), (Attachment 1 of this Exhibit A), will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within the timeframe designated by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor as prescribed by County,

4.3 County Observations

- 4.3.1 In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

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

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

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

6.2 Intentionally Omitted

CONTRACTOR

6.3 Contractor's Project Manager

- 6.3.1 Contractor must provide a full-time Contractor's Project Manager or designated alternate. County must have access to the Contractor's Project Manager during all hours, 365 days per year. Contractor must provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.3.2 Contractor's Project Manager must act as a central point of contact with the County.
- 6.3.3 Contractor's Project Manager will serve as the coordinator/liason for all Services, ensuring that any communications related to the Program are conveyed to the appropriate personnel.
- 6.3.4 Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.
- 6.3.5 Contractor's Project Manager will plan, organize, and direct all administrative and Program activities related to the Contract. The Project Manager will define lines of authority and will develop the roles and parameters of responsibility for staff consistent with established County requirements.
- 6.3.6 Contractor must immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Contractor must immediately, within 24 hours, fill the position with a temporary replacement and must fill the position with a permanent person within thirty (30) days from vacancy.
- 6.3.7 Project Manager must have and demonstrate the following minimum education, experience, and qualifications:
 - 6.3.7.1 Bachelor's degree from an accredited college or university,
 - 6.3.7.2 A minimum of two (2) years' experience managing programs related to social or community services or closely related/similar services,
 - 6.3.7.3 A minimum of two (2) years' experience managing supply chain for technology related services,
 - 6.3.7.4 Experience in managing customer support help line,

- 6.3.7.5 Experience in Project evaluation and reporting, preferably in the context of community development, technology access initiatives, or similar programs,
- 6.3.7.6 Experience providing guidance on decision making, explain goals, policies, and procedures and assist staff in adjusting to changes that occur,
- 6.3.7.7 Experience executing outreach and enrollment initiatives, preferably in the context of programs targeting older adults and individuals with disabilities,
- 6.3.7.8 Strong analytical skills to assess and interpret project outcome reports and evaluation data accurately, and
- 6.3.7.9 Excellent written and verbal communication skills to prepare comprehensive reports and present findings effectively.

6.4 Personnel

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

6.4.3 Customer Support Representative

- 6.4.3.1 Under the direction of the Contractor’s Project Manager, the Customer Support Representative’s responsibilities will minimally include the following:
 - 6.4.3.1.1 Providing general information pertaining to program eligibility and enrollment,
 - 6.4.3.1.2 Completing forms and conducting eligibility screenings of potential Participants,
 - 6.4.3.1.3 Scheduling and tracking training for Participants, and
 - 6.4.3.1.4 Providing technical support and assistance with devices.
- 6.4.3.2 Customer Support Representative must have and demonstrate the following minimum experience and qualifications:
 - 6.4.3.2.1 Strong phone and verbal communication and active listening skills,

- 6.4.3.2.2 A proven record in providing customer service either through telephone, online web-support, face-to-face or through other methods of communication,
- 6.4.3.2.3 Ability to identify Participants' needs, clarify information, research, and troubleshoot issues and provide solutions, and
- 6.4.3.2.4 Ability to explain complex technical concepts in a clear and understandable manner.

6.4.4 Educator/Trainer

- 6.4.4.1 Under the direction of the Contractor's Project Manager, the Educator/Trainer's responsibilities minimally include providing online/virtual or in-person training and education to Participants.
- 6.4.4.2 Educator/Trainer must have and demonstrate the following experience and qualifications:
 - 6.4.4.2.1 Experience in providing digital literacy training and education programs, particularly for older adults and persons with disabilities.
 - 6.4.4.2.2 Experience in coordinating and delivering both one-on-one and group training sessions,
 - 6.4.4.2.3 Organizational skills to manage training schedules and maintain accurate records of training activities including but not limited to:
 - 6.4.4.2.3.1 Type of trainings provided;
 - 6.4.4.2.3.2 Number of Participants attended; and
 - 6.4.4.2.3.3 Schedules of classes.
 - 6.4.4.2.4 Ability to explain complex technical concepts in a clear and understandable manner.

6.4.5 Lead Procurement Specialist

- 6.4.5.1 Under the direction of the Contractor's Project Manager, the Lead Procurement Specialist's responsibilities minimally include managing the procurement,

preparation/configuration, tracking, and issuance of devices.

6.4.5.2 Lead Procurement Specialist must have and demonstrate the following experience and qualifications:

6.4.5.2.1 Device procurement, preparation, and inventory management, preferably within the context of technology access initiatives or similar Programs,

6.4.5.2.2 Strong knowledge of device operation, digital tools, and online platforms,

6.4.5.2.3 Ability to explain complex technical concepts in a clear and understandable manner.

6.4.6 Other Program Staff

6.4.6.1 Contractor must retain and assign a sufficient number of other Program Staff who are experienced and qualified to adequately deliver ATT Program Services. This will include Employees that the Contractor's Project Manager deems necessary to conduct operations.

6.5 Intentionally Omitted

6.6 Materials and Equipment

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.

6.6.2 Contractor must adhere to the requirements for purchasing, inventorying, and disposing of material and equipment obtained under the Contract as outlined herein, and in the Contract, Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Contractor must obtain County approval in writing prior to the purchase of any equipment purchased with Contract Sums as described in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)

6.7 Training

6.7.1 Contractor must provide training programs for all new employees and continuing in-service training for all staff. Training must include the provision of an orientation to all new Staff (which must

include Employees and Volunteers). Contractor must ensure that its Staff, including both Employees and Volunteers, both existing and new, are properly trained in all areas related to providing Services.

- 6.7.2 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.
- 6.7.3 Contractor's must ensure that all appropriate Staff attend all training sessions as required by County, held at a County facility or another site, or online as determined by County for Contractor's benefit. Further, Contractor must ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also choose to attend educational training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other trainings designated by County.
- 6.7.4 Contractor must attend all mandatory training scheduled by County or authorized designee. Mandatory trainings may be held at a County facility, at another site, or online. Contractor will be given advance notice of all scheduled training with County. Contractor may also be required to attend emergency training without the above stated advance notice when necessary.
- 6.7.5 Contractor's failure to attend all mandatory trainings (in-person or online) will be considered non-compliance with the Contract and may result in further action pursuant to this Contract, Paragraph 9.13 (Probation and Suspension), Paragraph 9.18 (Remedies for Non-Compliance), the Performance Requirements Summary Chart (Attachment 2 of this Exhibit A), and any other applicable remedies.

6.8 Contractor's Office

- 6.8.1 Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service within forty-eight (48) hours of receipt of the call.

6.8.2 If Contractor maintains a physical office in Los Angeles County, Contractor must adhere to the following:

6.8.2.1 Publicly display the days and hours of operation for the provision of Services at all Contractor office locations/sites.

6.8.2.2 Ensure that availability for Services is appropriate for the demographics associated with the Service areas (site or office location).

6.8.2.3 Ensure that all site locations/buildings, and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises must be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition.

6.8.2.4 Ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including, but not limited to, rodents and insects.

6.8.2.5 Physical locations must be acceptable and accessible to the public. Contractor must comply with the Americans with Disabilities Act of 1990, as amended.

6.8.2.6 Observe all applicable local, State, and Federal health and safety standards.

6.8.2.7 Ensure that all Program Participants and Contractor employees and volunteers in a position not covered under the Occupational Safety and Health Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act as amended (California Labor Code Section 6300 et Seq.), are not required or permitted to work, be trained, or receive Services under working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

6.9 Multilingual and Multicultural Capabilities of Contractor Staff

6.9.1 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified Employees who are multilingual and/or multicultural to better reflect the communities served.

- 6.9.2 Contractor and its Staff are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health, and social service agencies for the benefit of Participants to reflect the ethnic and cultural needs of the community being served.
- 6.9.3 To the extent feasible, Contractor must provide Services in the primary/native language, to the extent feasible, of the Participant or in areas where a significant number of Participants do not speak English as their primary language. Contractor must make efforts to employ individuals and recruit Volunteers who are bilingual or who are fluent in the dominant language of the community. Contractor must not require any Participant to provide his/her own interpreter.

7.0 HOURS/DAY OF WORK

- 7.1 Contractor's Staff must be available to all Participants, potential Participants, referral sources, as well as County representatives at a minimum during normal business hours. The Contractor is not required to provide services on [County-recognized holidays](#).
- 7.2 Contractor must provide County advance written notice and request prior approval from County in writing for any site closure or disruption of Services for any non-County recognized holidays (i.e., vacations, city shutdowns or religious holidays). This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of Services is not disrupted. An action plan must be approved by County prior to implementation. Contractor must also ensure that each office location has a telephone answering machine or voice mail system in place during off-business hours. Contractor's staff must check and respond to all messages in a timely manner but not to exceed forty-eight (48) hours within receipt of the call.

8.0 INTENTIONALLY OMITTED

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

The specific work requirements herein, as well as those provided by County through Amendments, Administrative Directives, Change Notices, Program Memorandums, etc. establish the required Services. Contractor must use staff identified in Paragraph 6.4, Personnel, of this Exhibit A to provide Program Services.

10.1 Eligibility Criteria

Contractor must provide Services to eligible Participants, per the criteria described below.

- 10.1.1 To qualify as a Participant in the ATT Program, an individual must meet all the following criteria:
 - 10.1.1.1 Be sixty (60) years of age or older, or eighteen (18) years of age or older with a disability,
 - 10.1.1.2 Reside in Los Angeles County,
 - 10.1.1.3 Not currently own a mobile electronic device (excluding cell phones) that has any of the following features:
 - 10.1.1.3.1 Application Compatibility (i.e., telehealth resources, Zoom capability, etc.)
 - 10.1.1.3.2 Is mobile (i.e., easy to carry, can move around to different areas as needed to ensure access)
 - 10.1.1.3.3 Connectivity capabilities to either Wi-Fi or broadband (5G capable)
 - 10.1.1.3.3.1 An individual is also eligible to participate in the Program if they have access to broadband, but no device to connect; or, if they have a device that provides the functions outlined in Paragraphs 10.1.1.3.1 and 10.1.1.3.2, but no access to connectivity.

10.2 Priority

- 10.2.1 In providing Services, Contractor must give priority to Participants who meet at least one of the following:
 - 10.2.1.1 Frail, as defined in Exhibit P (Definitions) of the Contract.
 - 10.2.1.2 Are in Greatest Economic Need, as defined in Exhibit P (Definitions) of the Contract.
 - 10.2.1.3 Are in Greatest Social Need as defined in Exhibit P (Definitions) of the Contract.

10.3 ATT Program Services

10.3.1 Outreach

10.3.1.1 Contractor must design and conduct an effective County-approved outreach campaign that provides information on ATT Program Services by completing all the following:

10.3.1.1.1 Actively providing and disseminating program information (i.e., brochures, flyers, newsletters, training schedules, etc.) to potential Participants,

10.3.1.1.2 Creating multi-media content and utilizing social media platforms such as Facebook and Instagram, etc.,

10.3.1.1.3 Engaging and collaborating with a minimum of thirty-five (35) Aging Network partners including but not limited to:

10.3.1.1.3.1 Area Agency on Aging (AAA) contractors that include local municipalities,

10.3.1.1.3.2 Community Based Organizations,

10.3.1.1.3.3 Local Senior Centers, and

10.3.1.1.3.4 Aging and Disabilities Community Senior Centers identified in Attachment 4 (of this Exhibit A.

10.3.1.1.4 Other appropriate means to ensure the campaign reaches diverse communities and potential Participants. Contractor may use census data to determine such target communities and individuals.

10.3.1.2 Contractor must collaborate with Los Angeles County Department of Public Social Services (DPSS) to ensure individuals receiving services through DPSS are informed and aware of the ATT Program.

- 10.3.1.3 Contractor must ensure all materials are presented in a culturally sensitive manner. Additionally, materials must be available in all of the following Los Angeles County threshold languages to maximize outreach effectiveness: English, Arabic, Armenian, Chinese (Oral: Mandarin and Cantonese), Farsi, Hindi, Japanese, Khmer/Cambodian, Korean, Russian, Spanish, Tagalog, Thai, and Vietnamese. Contractor acknowledges that threshold languages are subject to change at any time, as designated by County.
- 10.3.1.4 Contractor must provide outreach efforts and activities in all five (5) Supervisorial Districts of Los Angeles County, including rural areas. All materials must be presented in a culturally sensitive manner by Contractor.
- 10.3.1.5 Contractor must provide its outreach plan to County for approval within thirty (30) days of the start of the program or as specified by County. Contractor must not commence outreach efforts without prior approval from County.
- 10.3.1.6 Contractor must conduct outreach throughout the duration of the program, unless otherwise specified by County.

10.3.2 Customer Support Hotline

- 10.3.2.1 Contractor must establish a toll-free hotline, within thirty (30) days of the start of Service, or as specified by County, that will assist individuals to obtain general information such as eligibility and enrollment information and provide technical assistance and support to Participants.
- 10.3.2.2 The hotline must be available a minimum of five days a week, Monday to Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time (PT) for the duration of the contract term, or unless otherwise specified by the County.
- 10.3.2.3 The hotline must be staffed with Customer Support Representatives who are trained to provide and address programmatic and device-related inquiries, guide potential Participants through the enrollment process, provide technical support and resolve any concerns or issues promptly.

- 10.3.2.4 Customer Support Representatives must also have the ability to schedule Participants for training through the Customer Support Hotline.
- 10.3.2.5 Contractor must utilize translator or language line services, when necessary, minimally in the following Los Angeles County threshold languages: English, Arabic, Armenian, Chinese (Oral: Mandarin and Cantonese), Farsi, Hindi, Japanese, Khmer/Cambodian, Korean, Russian, Spanish, Tagalog, Thai, and Vietnamese. Contractor acknowledges that threshold languages are subject to change at any time, as designated by County.
- 10.3.2.6 Contractor must manage all inbound and outbound calls through a contact center application.
- 10.3.2.7 Contractor must monitor every inbound and outbound call received and made through the hotline by generating a ticket that tracks information pertaining to the call. Such information must include the Participant's name, phone number, purpose of call and a summary of the assistance provided.
- 10.3.2.8 Contractor must make data related to tickets generated through the customer support hotline accessible and available to County upon request.

10.3.3 Enrollment

- 10.3.3.1 Contractor must conduct eligibility screenings (in person or over the phone) to determine if the individual meets the criteria described in Paragraph 10.1 (Eligibility Criteria).
- 10.3.3.2 Contractor must minimally enroll 3,000 Participants into the Program.
- 10.3.3.3 Contractor must develop a County-approved process for verifying that enrolled Participants meet the eligibility criteria described in Paragraph 10.1 (Eligibility Criteria).
- 10.3.3.4 Contractor must assist all eligible Participants with the enrollment process. This process includes but is not limited to the following:
 - 10.3.3.4.1 Gathering of relevant documentation and assisting in the completion of necessary forms, and

10.3.3.4.2 Ensuring individuals understand forms that are being completed (i.e., intake form, waivers, etc.).

10.3.3.5 Contractor must provide notice to individuals informing them of their enrollment in the program. Such notice may be provided in writing (letter or e-mail) or by telephone.

10.3.3.6 Contractor must continue ongoing eligibility screening of potential Participants for the duration of the Program, unless otherwise specified by County.

10.3.4 Device Procurement

10.3.4.1 Contractor must purchase a minimum of 3,000 devices that meet all the specifications outlined in Attachment 3 (Device Specifications) of this Exhibit A.

10.3.4.2 Contractor must purchase and install a protective case and screen protector that meets all the specifications outlined in Attachment 3 (Device Specifications) of this Exhibit A, for each device.

10.3.4.3 Contractor must obtain County approval of device make and model prior to procurement.

10.3.4.4 Contractor must work with County for approval on procurement process, including but not limited to number of devices purchased, frequency of purchase, etc.

10.3.4.5 Contractor must tag devices and track and maintain inventory through the County's Web Portal system.

10.3.4.6 Devices will be under the ownership and responsibility of Contractor until issued to Participants. Contractor acknowledges that County does not assume ownership and responsibility of any devices.

10.3.4.7 Contractor must ensure all devices are safeguarded and stored in an appropriate, locked location until distributed to Participants.

10.3.5 Device Preparation

10.3.5.1 Contractor must prepare devices for use by ensuring all the following:

10.3.5.1.1 They are in proper working condition;

10.3.5.1.2 They are preconfigured and preloaded with applications including but not

limited to: Social networking, web browsing, photo viewer, music, email, calendar, video player, calculator, notepad, etc.,

10.3.5.1.3 They are preloaded with a minimum of five (5) games focused on mental stimulation as defined in Exhibit P, (Definitions) of the Contract.

10.3.5.2 Contractor must activate data plans within forty-eight (48) hours of device issuance.

10.3.5.3 Contractor must ensure that security software for each device is enabled prior to issuance, such as virus protection, scam and phishing, and OS software updates.

10.3.6 Issuance

10.3.6.1 Contractor must issue a minimum of 3,000 devices; one (1) device per enrolled Participant.

10.3.6.2 Contractor must issue devices to a Participant within thirty (30) days of their enrollment in the program. Participant will assume ownership of device upon issuance.

10.3.6.3 Prior to device issuance, Contractor must confirm that all necessary forms (i.e., Device Release Form and Liability Waiver) are completed by Participants. These forms will be available to Contractor through County's Web Portal.

10.3.6.4 Contractor must identify distribution sites within Los Angeles County that will serve as locations where Participant can pick up devices. Distribution centers may include but are not limited to:

10.3.6.4.1 Contractor's office(s)/site(s),

10.3.6.4.2 Aging network agencies and Community Based Organizations, and

10.3.6.4.3 Places where older adults come together for services or activities including, but not limited to, Los Angeles County Aging and Disabilities Community and Senior

Centers, identified in Attachment 4 of this Exhibit A.

10.3.6.4.3.1 Device issuance at County's Community and Senior Centers will require Contractor to coordinate with County the availability of space at the location and scheduling of Participants.

10.3.6.5 Contractor must obtain County approval of distribution sites prior to issuance of devices.

10.3.6.6 If a Participant is homebound and unable to pick up device at a distribution site, Contractor must deliver the device to the Participant's home via a courier company such UPS, FedEx, USPS.

10.3.6.7 Contractor must record and track issuance of all devices through County's Web Portal.

10.3.7 Education and Training

10.3.7.1 Contractor must design and provide an effective County-approved Education and Training plan to Participants. The education and training sessions must cover a wide range of topics, including but not limited to:

10.3.7.1.1 General introductory training including but not limited to computer vocabulary, powering device on and off, connecting to internet and wi-fi; password setting and re-setting, Internet search techniques,

10.3.7.1.2 Introduction to email, including composing, replying to, and forwarding emails, and email safety (i.e., spam and phishing),

10.3.7.1.3 Conducting daily activities online (i.e., scheduling appointments, ordering products, online banking, etc.),

10.3.7.1.4 Using the camera for taking photos and video conferencing (i.e., FaceTime, Zoom, etc.), and

- 10.3.7.1.5 Using accessibility tools, pre-installed and user installed applications, and adding icons on home screen and favorites.
- 10.3.7.2 Contractor must ensure that the training sessions are delivered in a supportive and inclusive manner, considering the unique needs and abilities of the Participants.
- 10.3.7.3 Contractor must utilize translator or language line services, when necessary, minimally in the following Los Angeles County threshold languages: English, Arabic, Armenian, Chinese (Oral: Mandarin and Cantonese), Farsi, Hindi, Japanese, Khmer/Cambodian, Korean, Russian, Spanish, Tagalog, Thai, and Vietnamese. Threshold languages are subject to change at any time.
- 10.3.7.4 Training materials and resources will be made available throughout the duration of the Program. Contractor may adapt the curriculum necessary to address specific Participant requirements, changes in technology, and/or regulatory and compliance changes.
- 10.3.7.5 Contractor must maintain written documentation of all training including agendas, topics, and materials. Contractor must make training records available for inspection by County upon request.
- 10.3.7.6 Contractor must ensure training is available in multiple locations. Training may be in-person (one-on-one or group setting), virtual/online, or by phone.
- 10.3.7.7 Contractor must track and confirm all Participants who have completed education and training in County's Web Portal.
- 10.3.7.8 Contractor must make at minimum three (3) attempts to engage Participants who have not completed education and training. Documentation of such attempts must be recorded.
- 10.3.7.9 Cybersecurity Awareness
 - 10.3.7.9.1 Contractor must ensure all Participants receive mandatory cybersecurity awareness education and/or training prior to or at the time of device issuance.
 - 10.3.7.9.2 The cybersecurity awareness education and/or training must minimally cover the

following topics: identify theft, malware, viruses, phishing, social engineering, mobile security, and scams/fraud.

10.3.8 Program Evaluation

- 10.3.8.1 Contractor must develop a pre-program and post-program survey and administer them to Participants to assess their satisfaction and effectiveness of the Program.
- 10.3.8.2 The surveys must be designed to gather feedback on various aspects of the program, including but not limited to training sessions, device usage, access to resources, participant satisfaction and overall program outcomes.
- 10.3.8.3 Contractor must obtain County approval of surveys prior to utilization.
- 10.3.8.4 The survey must be made available in an electronic and/or paper format to best fit the needs of the Participants.
- 10.3.8.5 The pre-program survey must be completed by the Participant during the outreach or enrollment period.
- 10.3.8.6 The post-program survey must be completed after the Participant has received the education and training described in Paragraph 10.3.7. or at least (1) one month of receiving their device if Participant does not want to participate in education and training sessions.
- 10.3.8.7 Contractor must make every effort to receive responses from Participants to ensure comprehensive assessment and project evaluation has been completed.
- 10.3.8.8 In the event Contractor does not have a completed survey(s) from the Participant, Contractor must make three (3) attempts to reach the Participant. Contractor must keep record of the attempts and document if the Participant refuses to complete the survey(s).
- 10.3.8.9 Contractor must develop methods and metrics to analyze Program outcome(s). This includes but is not limited to:
 - 10.3.8.9.1 Assessing the achievement of Program goals and evaluating the impact on key areas including reducing isolation, increasing social connection, and easing

access to community services and/or personal network,

10.3.8.9.2 Enhancing self-confidence in navigating digital and online resources, and

10.3.8.9.3 Capturing lessons learned and identifying success stories to showcase the Program's positive impact.

10.3.9 Final Report

10.3.9.1 Contractor must compile all relevant data, survey responses, and outcome reports to produce a comprehensive final report, as described below.

10.3.9.2 This comprehensive final report must include, but is not limited to, the following components:

10.3.9.2.1 Participant-level survey data: A summary of survey responses and key findings,

10.3.9.2.2 Participant satisfaction surveys: Analysis of Participant satisfaction levels and feedback on program components,

10.3.9.2.3 Program outcome reports as described in Paragraph 10.3.8.9.

10.3.9.2.4 Narrative of lessons learned: A detailed account of key insights, challenges faced, and recommendations for future improvements,

10.3.9.2.5 Success stories: Stories that highlight the positive experiences and outcomes of individual Participants, and

10.3.9.2.6 Any other relevant data or information deemed necessary for the evaluation and reporting.

10.3.9.3 Contractor must submit the Final Report to County by August 31, 2024, or as otherwise directed by County.

10.4 Grievance Process

10.4.1 Contractor must develop, implement, and maintain a formal procedure for the resolution of complaints from Participants.

10.4.2 At minimum the grievance process must include the time frame within which complaints will be acted upon and confidentiality provisions to protect the complainant's rights to privacy.

- 10.4.3 Participants must be permitted to file grievances or complaints regarding, but not limited to, dissatisfaction with the Service(s) being provided by Contractor.

10.5 County's Web Portal

- 10.5.1 Contractor must utilize County's Web Portal to complete, track and manage work. This includes but is not limited to the following:
 - 10.5.1.1 Capturing Participant's demographics
 - 10.5.1.2 Conducting eligibility screenings
 - 10.5.1.3 Confirming Participant's eligibility
 - 10.5.1.4 Notifying Participant of enrollment
 - 10.5.1.5 Scheduling and tracking training of Participants
 - 10.5.1.6 Managing the procurement, tracking, issuance, and replacement of devices
- 10.5.2 Contractor must record and enter all required information to the Web Portal within twenty-four (24) business hours of completing work.

11.0 GREEN INITIATIVES

- 11.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

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

**ATTACHMENT 2
(PERFORMANCE REQUIREMENTS SUMMARY)**

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

All listings of required services or standards used in this PRS Chart are intended to be completely consistent with the terms and conditions of this Contract and Exhibit A (Statement of Work and Attachments), and are not meant in any case to create, extend, revise or expand any obligation of Contractor beyond that defined in the terms and conditions of the Contract and Exhibit A (Statement of Work and Attachments). In any case of apparent inconsistency between required services or standards as stated in the terms and conditions of this Contract, Exhibit A (Statement of Work and Attachments) and this Attachment 2, the terms and conditions of the Contract and Exhibit A (Statement of Work and Attachments) will prevail in that order.

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

Performance Requirement

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

Reference

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

Standard(s)

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

Acceptable Quality Level

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

Remedy(ies) for Non-Compliance

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

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

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Services are provided to eligible Participants.	Exhibit A (Statement of Work and Attachments), Paragraph 10.1 (Eligibility Criteria)	Provide Services to individuals that meet all criteria listed in the Statement of Work, Paragraph 10.1 (Eligibility Criteria).	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Outreach	Exhibit A (Statement of Work and Attachments), Paragraph 10.3.1 (Outreach)	Design and conduct an effective, County approved outreach campaign that provides information on ATT Program Services by disseminating program information, creating multimedia content and utilizing social media, and engaging and collaborating with a minimum of 35 Aging Network partners. Contractor must collaborate with Los Angeles County Department of Public Social Services (DPSS) to ensure individuals receiving services through DPSS are informed and aware of the Program. All materials must be presented in a culturally sensitive manner and outreach efforts and activities must be provided in all five (5) Los Angeles County Supervisorial Districts.	100%
Customer Support Hotline	Exhibit A (Statement of Work and Attachments), Paragraph 10.3.2 (Customer Support Hotline)	Establish a toll-free hotline, within thirty (30) days of the start of the project or as specified by County, that will assist individuals to obtain general information about the ATT Program. Hotline must be available a minimum of five days a week, Monday to Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time (PT). All inbound and outbound calls must be managed through a contact center application and monitored by generating a ticket that tracks information pertaining to the call. Hotline must be staffed with Customer Support Representatives who are trained to provide and address programmatic and device related inquiries, guide potential participants through the enrollment process, provide technical support and resolve any concerns or issues promptly. Translator or language line services must be utilized, when necessary.	100%
Enrollment	Exhibit A (Statement of Work and Attachments), Paragraph 10.3.3 (Enrollment)	Conduct eligibility screenings (in person or over the phone) and assist all eligible clients with the enrollment process by gathering of relevant documentation and assisting in the completion of necessary forms and ensuring individuals understand forms that are being completed. Contractor must develop a County-approved process for verifying that enrolled clients meet the eligibility criteria. Contractor must provide notice in writing (letter or email) or by telephone to individuals informing them of their enrollment in the program.	100%
Device Procurement	Exhibit A (Statement of Work and Attachments), Paragraph 10.3.4 (Device Procurement)	Purchase a minimum of 3,000 devices that meet all the specifications outlined in Attachment 3 (Device Specifications) of Exhibit A (Statement of Work and Attachments). Contractor must purchase and install a protective case and screen protectors. Contractor must obtain County approval of device make and model prior to procurement. Contractor must tag devices and track and maintain inventory through the County's Web Portal system. All devices must be safeguarded and stored in an appropriate, locked location.	100%
Device Preparation	Exhibit A (Statement of Work and Attachments), Paragraph 10.3.5 (Device Preparation)	Prepare devices for use by ensuring they are in proper working condition and preconfigured and preloaded with applications and appropriate content. Devices must be preloaded with a minimum of five (5) games focused on mental stimulation. Data plans must be activated within forty-eight (48) hours of device issuance.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Issuance	Exhibit A (Statement of Work and Attachments), Paragraph 10.3.6 (Issuance)	Devices must be issued to participants within thirty (30) days of their enrollment in the program. Contractor must identify distribution sites within Los Angeles County that will serve as locations where Participants can pick up devices. Contractor must obtain County approval of distribution sites prior to issuance of devices. Contractor must ensure participant completes all necessary forms prior to issuing the device. Contractor must issue one (1) device per enrolled Participant. If a Participant is homebound and unable to pick up device at a distribution site, Contractor must deliver the device to the Participant's home via a courier company such UPS, FedEx, USPS.	100%
Education and Training	Exhibit A (Statement of Work and Attachments), Paragraph 10.3.7 (Education and Training)	Provide education and training that cover a wide range of topics to enrolled clients. Training must be available in multiple locations in-person (one-on-one or group setting), virtual/online, or by phone. Training sessions must be delivered in a supportive and inclusive manner. Contractor must utilize translator or language line services, when necessary. Contractor must actively seek feedback from participants regarding education and training. Contractor must analyze the feedback and identify areas for improvement, making necessary adjustments to enhance the training and ensure participant satisfaction.	100%
Program Evaluation	Exhibit A (Statement of Work and Attachments), Paragraph 10.3.8 (Program Evaluation)	Develop a pre-program and post-program surveys and administer them to Participants to assess their satisfaction and effectiveness of the Program. Surveys must be designed to gather feedback on various aspects of the program, including but not limited to training sessions, device usage, access to resources, Participant satisfaction and overall program outcomes. Contractor must obtain County approval of surveys prior to utilization. Surveys must be made available in an electronic and/or paper format. Pre-program survey must be completed by the participant during the outreach or enrollment period. Post-program survey must be completed after the participant has received Education and Training or at least (1) one month of receiving their device if Participant does not want to participate in education and training sessions. In the event Contractor does not have a completed survey(s) from the Participant, Contractor must make three (3) attempts to reach the Participant. Contractor must keep record of the attempts and document if the Participant refuses to complete the survey(s). Contractor must develop methods and metrics to analyze project outcome.	100%
Final Report	Exhibit A (Statement of Work and Attachments), Paragraph 10.3.9 (Final Report)	Compile all relevant data, survey responses, and outcome reports to produce a comprehensive final report. Final Report must be submitted to County by August 31, 2024.	100%
Adhere to the mandatory hours of operation	Exhibit A (Statement of Work and Attachments), Paragraph 7.0 (Hours/Days of Work)	Contractor's staff must be available to all Participants, potential Participants, referral sources, as well as County at a minimum during normal business hours - five (5) day-a-week (Monday through Friday), eight (8) hours per day for the hours of 8:00 a.m. to 5:00 p.m. (not including County recognized holidays).	100%
Attend County meetings	Exhibit A (Statement of Work and Attachments), Paragraph 4.1 (Meetings)	Contractor must attend all meetings called by County or its authorized designee.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Data Entry	Exhibit A (Statement of Work and Attachments), Paragraph 10.6 (County's Web Portal)	Utilize County's Web Portal to complete, track, and manage work including but not limited to: capturing client demographics, conducting eligibility screenings, confirming eligibility, notifying Client of enrollment, scheduling and tracking training of Clients, and managing procurement, tracking, issuance, and replacement of devices. Contractor must record and enter all required information to the Web Portal within twenty-four (24) business hours of completing work.	100%
Provide Program Services and expend Contract Sums.	Contract Terms and Conditions, Paragraph 3.0 (Work)	Contractor must provide Services and expend the Contract Sum allocated for any Fiscal Year under this Contract as stated in: Paragraph 5.0 (Contract Sum); Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary); and Exhibit B (Budget)	95%
Submit Budget by County's due date.	Contract Terms and Conditions, Paragraph 3.0 (Work)	At County's request, Contractor must complete the Budget and submit it by the due date as prescribed by County.	100%
Notify County in writing of any change in name or address of Contractor's Project Manager.	Exhibit A (Statement of Work and Attachments), Paragraph 6.3 (Project Manager)	Contractor must immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Contractor must immediately, within 24 hours, fill the position with a temporary replacement and must fill the position with a permanent person within 30 days from vacancy.	100%
Maintain accurate records related to the Contract and Program Services.	Contract Terms and Conditions, Paragraph 8.38 (Record Retention, Inspection and Audit Settlement)	Contractor to maintain all required financial records; employment records; supporting Program documents; proprietary data; information related to its performance of the Contract; the Contract; Contract amendments, addendums and/or modifications; and, all applicable laws, regulations, directives, change notices and guidance.	100%
Obtain prior approval before entering into/amending Lower Tier Contract(s).	Contract Terms and Conditions, Paragraph 8.40 (Lower Tier Contract)	Obtain County's advance written approval prior to entering into a Lower Tier Contract for any Work by providing a draft copy of the proposed Lower Tier Contract to County's Contract Manager and allowing County up to sixty (60) days to complete the review process.	100%
Maintain current insurance certifications, inspection reports, permits, licenses, etc. and submit to County prior to expiration.	Contract Terms and Conditions, Paragraph 8.24 (General Provisions for All Insurance Coverage), Paragraph 8.25 (Insurance Coverage) and Paragraph 9.20.3 (Contract Compliance Documents)	Maintain proof of all current and required insurance coverage for Contractor and any Subcontractor(s), inspection reports, permits, and licenses.	100%

Performance Requirement	Reference	Standard(s)	Acceptable Quality Level (AQL)
Prepare and submit corrective action plan(s).	2 CFR 200.511 WDACS Directive CCD-18-03 (Resolution Procedures) WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures)	Submit a corrective action plan(s) at the direction of County and/or County's duly authorized representatives (including, but not limited to, Federal, State and other County agents) within the prescribed timeline.	100%
Prepare and submit audit engagement letter.	2 CFR 200.501 WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-18-05 (Audit Requirements)	Submit the audit engagement letter for the single audit by the deadline directed by County.	100%
Prepare and submit cost allocation plan.	2 CFR 200.4 WDACS Directive CCD-18-09 (Contractor Alert Reporting Database Procedures) WDACS Directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Contracts)	Submit a cost allocation plan which adheres to the requirements outlined in WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Contracts) within the prescribed timeline.	100%
Submit Closeout Reports within due date.	Contract, Paragraph 9.21.2 (Closeout Reporting Requirements)	The Closeout Report must include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Contractor of the deadline for submission of the Closeout Report.	100%

ATTACHMENT 3 (DEVICE SPECIFICATIONS)

Devices are required to have the following:

1. A touchscreen with viewing size from 8"-12"
2. Wi-fi + Cellular Capability
3. A protective case that:
 - Is made of sturdy polycarbonate material
 - Can fold up to become a stand
 - Have cutouts for the back camera, buttons, audio jacks, and speakers on the sides of the device
4. A screen protector that is:
 - Made from aluminosilicate glass
 - Shatter-resistant drop protection
 - Reinforced edges to prevent chipping
5. Minimum of 2 GB of RAM
6. Minimum of 32 GB of storage
7. A charging cable and adaptor
8. A 2-year Cellular Data Plan (unlimited, unthrottled data)
 - Data plans must have the ability to restrict overseas roaming and other services which will incur costs above the flat monthly rate for the 24-month period
 - Data activation must only occur upon County request and instruction, with the ability for staggered activations and/or phased activations
9. 5G Capabilities
10. Plan suspension with no penalty allowed up to 30 calendar days
11. Platform or software with the following capabilities:
 - At least 5 preloaded games focused on mind stimulation
 - Address accessibility challenges, including, but not limited to, large fonts and voice command/recognition and notifications
 - Ability to easily allow the aging & disabled adults to connect with a closed preset group of contacts via voice or video, email, share photos, search for and partake in virtual classes, alert for specific events, and easily get access to community activities or services
 - Easily customizable to add/change/delete services and events as needed, such as access to specialized videos and links to community or relevant events
 - Ability to alert for designated calendar events (i.e., Medication intake, doctor's appointment, etc.)
12. For the duration of the 2-year data plan:
 - Real-time monitoring and alerts
 - Spam and scam protection
 - Virus protection

- 24/7 customer care
- Automatic and free software upgrades, including any proprietary, OS or security software updates
- No monthly subscription fees

All equipment must meet California and County of Los Angeles safety requirements. The equipment shall be new, the latest model and shall not have been used as a demonstrator. Continuation of data plan beyond 2 years will not be County's responsibility.

**ATTACHMENT 4
(LOS ANGELES COUNTY AGING AND DISABILITIES
COMMUNITY AND SENIOR CENTERS)**

Altadena Community Center

730 E. Altadena Dr.
Altadena, CA 91001
(626) 398-6174

Florence Firestone Service Center

7807 S. Compton Ave.
Los Angeles, CA 90001
(323) 586-6502

Altadena Senior Center

560 E. Mariposa St.
Altadena, CA 91001
(626) 798-0505

Los Nietos Community and Senior Center

11640 E. Slauson Ave.
Whittier, CA 90606
(562) 699-9898

Antelope Valley Senior Center

777 W. Jackman St.
Lancaster, CA 93534
(661) 726-4400

**Potrero Heights Park
Community and Senior Center**

8051 Arroyo Dr.
Montebello, CA 90640
(626) 927-5430

Asian Service Center

14112 S. Kingsley Dr.
Gardena, CA 90249
(310) 217-7300

San Gabriel Valley Service Center

1441 Santa Anita Ave.
South El Monte, CA 91733
(626) 575-5431

Centro Maravilla Service Center

4716 E Cesar E. Chavez Ave.
Los Angeles, CA 90022
(323) 260-2804

San Pedro Service Center

769 W. Third St.
San Pedro, CA 90731
(310) 519-6091

East Los Angeles Service Center

133 N. Sunol Dr.
Los Angeles, CA 90063
(323) 260-2801

Santa Clarita Valley Service Center

26111 Bouquet Canyon Rd. Suite H001
Santa Clarita, CA 91350
(661) 254-0070

**East Rancho Dominguez
Park and Community Center**

15116 S. Atlantic Ave.
Compton, CA 90221
(310) 603-7401

Willowbrook Senior Center

12915 Jarvis Ave.
Los Angeles, CA 90061
(310) 217-5650



ATTACHMENT 5

COUNTY OF LOS ANGELES ZIP CODES BY SUPERVISORIAL DISTRICT *

Supervisorial District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
90001	Florence-Firestone, South LA (City of LA), City of Huntington Park		X		X	
90002	Florence-Firestone, Watts (City of LA)		X			
90003	South LA (City of LA)		X			
90004	Hancock Park/Melrose (City of LA)	X	X	X		
90005	Koreatown (City of LA)	X	X			
90006	Pico-Union/Koreatown/Harvard Heights (City of LA)	X	X			
90007	Exposition Park/University Park/West Adams (City of LA)	X	X			
90008	Baldwin Hills/Leimert Park/Crenshaw (City of LA), Windsor Hills/View Park		X			
90010	Koreatown/Little Bangladesh/Wilshire Center (City of LA)		X			
90011	Central LA/South Park (City of LA)	X	X			
90012	Downtown/Chinatown/Little Tokyo/Elysian Park (City of LA)	X				
90013	Downtown/Little Tokyo/Wholesale District (City of LA)	X				
90014	Downtown/Wholesale District (City of LA)	X				
90015	Downtown/Pico-Union/Wholesale District (City of LA)	X	X			
90016	Alsace/Baldwin Hills/Crenshaw/Cloverdale-Cochran (City of LA)		X			
90017	Downtown/Westlake (City of LA)	X				
90018	West Adams/Jefferson Park/Exposition Park (City of LA)		X			
90019	Mid City/Miracle Mile/Country Club Park/Victoria Park (City of LA)		X			
90020	Hancock Park/Little Bangladesh/Wilshire Center (City of LA)	X	X			
90021	Wholesale District/Arts District (City of LA)	X				
90022	East Los Angeles, City of Commerce	X			X	
90023	East Los Angeles, Boyle Heights (City of LA)	X			X	
90024	Westwood (City of LA)			X		
90025	Sawtelle/West Los Angeles/Century City (City of LA)			X		

Supervisorial District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
90026	Echo Park/Silverlake/Historic Filipinotown/Angelino Heights (City of LA)	X				
90027	Los Feliz/Silverlake/Thai Town (City of LA)	X		X		X
90028	Hollywood (City of LA)			X		X
90029	East Hollywood/Little Armenia/Silverlake/Melrose (City of LA)	X		X		
90031	Lincoln Heights/Elysian Valley/Montecito Heights (City of LA)	X				
90032	El Sereno/Cal State University LA/Monterey Hills (City of LA)	X				X
90033	Boyle Heights/Wholesale District (City of LA)	X				
90034	Palms/Beverlywood (City of LA)		X	X		
90035	Crestview/South Carthay/Beverlywood (City of LA)		X	X		
90036	Melrose/Park La Brea/Miracle Mile/Hancock Park (City of LA)		X	X		
90037	South LA/Exposition Park/South Park (City of LA)		X			
90038	Melrose/Hollywood (City of LA)			X		
90039	Atwater Village/Silverlake/Echo Park (City of LA)	X				X
90040	City of Commerce	X			X	
90041	Eagle Rock (City of LA)	X				X
90042	Highland Park/Eagle Rock (City of LA)	X				X
90043	View Park/Windsor Hills, Hyde Park/Leimert Park (City of LA)		X			
90044	Athens-Westmont, South LA/Harvard Heights (City of LA)		X			
90045	Westchester/LAX (City of LA)		X			
90046	City of West Hollywood, Hollywood/Hollywood Hills/Fairfax/Melrose (City of LA)			X		X
90047	Athens-Westmont, South LA/Harvard Heights/Manchester Square (City of LA)		X			
90048	Fairfax/Carthay/Beverly (City of LA), City of West Hollywood		X	X		
90049	Bel Air/Brentwood/Westwood (City of LA)			X		
90056	Ladera Heights		X			
90057	Westlake/Temple-Beaudry (City of LA)	X	X			
90058	City of Vernon, Central LA (City of LA), Bandini Islands	X	X		X	
90059	Watts (City of LA), Willowbrook, City of Compton		X		X	

Supervisory District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
90061	Willowbrook, Athens Village, South LA (City of LA)		X			
90062	Exposition Park/South LA (City of LA)		X			
90063	East Los Angeles, Boyle Heights (City of LA)	X				
90064	Cheviot Hills/Rancho Park/Century City/Mar Vista (City of LA)			X		
90065	Glassell Park/Mt. Washington/Cypress Park (City of LA)	X				X
90066	Mar Vista/Del Rey/Playa Vista (City of LA), City of Culver City		X	X		
90067	Century City (City of LA)			X		
90068	Hollywood Hills/Los Feliz (City of LA)			X		X
90069	City of West Hollywood, Hollywood (City of LA)			X		
90071	Downtown (City of LA)	X				
90073	VA Hospital (Unincorporated)			X		
90077	Bel Air/Beverly Crest (City of LA)			X		
90089	USC (City of LA)		X			
90090	Dodger Stadium (City of LA)	X				
90094	Playa Vista/Playa Del Rey (City of LA)		X			
90095	UCLA (City of LA)			X		
90201	City of Bell, City of Bell Gardens, City of Cudahy				X	
90210	City of Beverly Hills/Beverly Crest (City of LA)			X		
90211	City of Beverly Hills			X		
90212	City of Beverly Hills			X		
90220	City of Compton, West Rancho Dominguez		X			
90221	City of Compton, East Rancho Dominguez		X		X	
90222	City of Compton, Rosewood, Willowbrook		X		X	
90230	City of Culver City, Ladera Heights, Playa Vista/Del Rey (City of LA)		X			
90232	City of Culver City, Palms (City of LA)		X	X		
90240	City of Downey				X	
90241	City of Downey				X	
90242	City of Downey				X	
90245	City of El Segundo		X			

Supervisory District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
90247	City of Gardena, Harbor Gateway (City of LA)		X		X	
90248	City of Gardena, Harbor Gateway (City of LA), City of Carson, Rosewood		X		X	
90249	City of Gardena, El Camino Village		X			
90250	City of Hawthorne, Del Aire, Wiseburn, Unincorporated Hawthorne		X			
90254	City of Hermosa Beach		X			
90255	City of Huntington Park, Walnut Park		X		X	
90260	City of Lawndale, El Camino Village, City of Hawthorne		X			
90261	City of Hawthorne		X			
90262	City of Lynwood		X		X	
90263	Pepperdine University (Unincorporated Santa Monica Mountains)			X		
90265	City of Malibu, Santa Monica Mountains			X		
90266	City of Manhattan Beach		X			
90270	City of Maywood				X	
90272	Pacific Palisades/Palisades Highlands (City of LA)			X		
90274	City of Palos Verdes Estates, City of Rolling Hills, City of Rolling Hills Estates, Westfield/Academy Hills				X	
90275	City of Rancho Palos Verdes				X	
90277	City of Redondo Beach, City of Torrance		X		X	
90278	City of Redondo Beach, City of Torrance		X		X	
90280	City of South Gate		X		X	
90290	Topanga (Santa Monica Mountains)			X		
90291	Venice (City of LA)		X	X		
90292	Marina del Rey, Del Rey (City of L A)		X	X		
90293	Playa del Rey (City of LA)		X			
90301	City of Inglewood		X			
90302	City of Inglewood		X			
90303	City of Inglewood		X			
90304	Lennox, City of Inglewood, City of Hawthorne		X			
90305	City of Inglewood		X			

Supervisory District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
90401	City of Santa Monica			X		
90402	City of Santa Monica, Pacific Palisades (City of LA)			X		
90403	City of Santa Monica			X		
90404	City of Santa Monica			X		
90405	City of Santa Monica			X		
90501	City of Torrance, Harbor Gateway (City of LA)		X		X	
90502	West Carson, Harbor Gateway (City of LA)		X			
90503	City of Torrance				X	
90504	City of Torrance		X		X	
90505	City of Torrance				X	
90506	El Camino College (Unincorporated El Camino Village)		X			
90601	City of Whittier, Unincorporated Whittier, City of Industry, City of Pico Rivera, Sunrise Village	X			X	
90602	City of Whittier				X	
90603	City of Whittier				X	
90604	South Whittier, East Whittier, City of Whittier, East La Mirada				X	
90605	City of Whittier, South Whittier				X	
90606	West Whittier/Los Nietos, City of Whittier, City of Santa Fe Springs				X	
90623	City of Cerritos				X	
90630	Unincorporated Lakewood				X	
90631	City of La Habra Heights, Rowland Heights, Unincorporated La Habra Heights	X			X	
90638	City of La Mirada				X	
90639	Biola University (City of La Mirada)				X	
90640	City of Montebello	X			X	
90650	City of Norwalk				X	
90660	City of Pico Rivera, Whittier Narrows	X			X	
90670	City of Santa Fe Springs				X	
90701	City of Artesia				X	
90703	City of Cerritos, Unincorporated Cerritos				X	

Supervisory District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
90704	City of Avalon, Unincorporated Santa Catalina Island				X	
90706	City of Bellflower				X	
90710	Harbor City (City of LA), West Carson		X		X	
90712	City of Lakewood				X	
90713	City of Lakewood				X	
90715	City of Lakewood				X	
90716	City of Hawaiian Gardens				X	
90717	City of Lomita, Harbor City (City of LA),				X	
90723	City of Paramount		X		X	
90731	San Pedro/Harbor City/Terminal Island (City of LA), La Rambla				X	
90732	San Pedro/Harbor City (City of LA), La Rambla, City of Rancho Palos Verdes				X	
90744	Wilmington/Harbor City (City of LA)		X		X	
90745	City of Carson		X		X	
90746	City of Carson		X			
90747	Cal State University Dominguez Hills (City of Carson)		X			
90755	City of Signal Hill				X	
90802	City of Long Beach				X	
90803	City of Long Beach				X	
90804	City of Long Beach				X	
90805	City of Long Beach		X		X	
90806	City of Long Beach				X	
90807	City of Long Beach				X	
90808	City of Long Beach, Unincorporated Long Beach				X	
90810	City of Long Beach, City of Carson		X		X	
90813	City of Long Beach				X	
90814	City of Long Beach				X	
90815	City of Long Beach				X	
90822	VA Medical Center-Long Beach (City of Long Beach)				X	

Supervisory District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
90831	World Trade Center (City of Long Beach)				X	
90840	Cal State University Long Beach (City of Long Beach)				X	
90846	City of Long Beach, City of Lakewood				X	
91001	Altadena					X
91006	City of Arcadia, Unincorporated Arcadia	X				X
91007	City of Arcadia, Unincorporated NE San Gabriel					X
91008	City of Bradbury, Unincorporated Bradbury, City of Duarte					X
91010	City of Duarte, Unincorporated Duarte, City of Azusa, City of Irwindale	X				X
91011	City of La Canada-Flintridge, City of Pasadena					X
91016	City of Monrovia, Unincorporated Monrovia	X				X
91020	La Crescenta-Montrose, City of Glendale					X
91023	Mount Wilson (Angeles National Forest)					X
91024	City of Sierra Madre					X
91030	City of South Pasadena	X				X
91040	Shadow Hills/Sunland/Hansen Dam (City of LA)			X		X
91042	Tujunga (City of LA), Angeles National Forest					X
91046	City of Glendale (Verdugo City)					X
91101	City of Pasadena					X
91103	City of Pasadena					X
91104	City of Pasadena, Altadena					X
91105	City of Pasadena	X				X
91106	City of Pasadena					X
91107	City of Pasadena, Unincorporated East Pasadena, San Pasqual, Kinneloa Mesa					X
91108	City of San Marino					X
91125	California Institute of Technology (City of Pasadena)					X
91126	California Institute of Technology (City of Pasadena)					X
91201	City of Glendale					X

Supervisory District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
91202	City of Glendale					X
91203	City of Glendale					X
91204	City of Glendale	X				X
91205	City of Glendale, Glassell Park (City of LA)	X				X
91206	City of Glendale	X				X
91207	City of Glendale					X
91208	City of Glendale					X
91210	Glendale Galleria (City of Glendale)					X
91214	La Crescenta-Montrose, City of Glendale					X
91301	City of Agoura Hills, Santa Monica Mountains			X		
91302	City of Calabasas, City of Hidden Hills, Santa Monica Mountains			X		
91303	Canoga Park (City of LA)			X		
91304	Canoga Park/West Hills (City of LA), West Chatsworth, Lake Manor			X		
91306	Winnetka (City of LA)			X		
91307	West Hills (City of LA), Unincorporated Westhills			X		
91311	Chatsworth (City of LA), Twin Lakes, Oat Mountain			X		X
91316	Encino (City of LA)			X		
91321	City of Santa Clarita, Unincorporated Newhall, Placerita Canyon, Angeles National Forest					X
91324	Northridge (City of LA)			X		
91325	Northridge (City of LA)			X		
91326	Porter Ranch (City of LA), Twin Lakes, Oat Mountain			X		X
91330	California State University Northridge (City of LA)			X		
91331	Arleta/Pacoima (City of LA)			X		X
91335	Reseda (City of LA)			X		
91340	City of San Fernando, Mission Hills/Pacoima (City of LA)			X		
91342	Lake View Terrace/Sylmar (City of LA), Kagel Canyon, Lopez Canyon			X		X
91343	North Hills/Northridge (City of LA)			X		

Supervisory District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
91344	Granada Hills (City of LA)			X		
91345	Mission Hills (City of LA)			X		
91350	City of Santa Clarita					X
91351	City of Santa Clarita					X
91352	Sun Valley (City of LA)			X		X
91354	City of Santa Clarita, Unincorporated Santa Clarita Valley					X
91355	City of Santa Clarita, Stevenson Ranch, Val Verde					X
91356	Tarzana/Encino (City of LA)			X		
91361	City of Westlake Village, Santa Monica Mountains			X		
91362	City of Westlake Village			X		
91364	Woodland Hills (City of LA), Santa Monica Mountains			X		
91367	Woodland Hills (City of LA)			X		
91381	Stevenson Ranch					X
91382	Unincorporated Santa Clarita Valley, Twin Lakes, Oat Mountain					X
91384	Castaic, Val Verde					X
91387	City of Santa Clarita, Unincorporated Santa Clarita Valley, Agua Dulce, Angeles National Forest					X
91390	Acton, Agua Dulce, City of Santa Clarita, Boquet Canyon, San Francisquito Canyon,					X
91401	Valley Glen/Sherman Oaks/Van Nuys (City of LA)			X		
91402	Panorama City (City of LA)			X		
91403	Sherman Oaks/Encino (City of LA)			X		
91405	Van Nuys (City of LA)			X		
91406	Van Nuys/Lake Balboa (City of LA)			X		
91411	Van Nuys/Sherman Oaks (City of LA)			X		
91423	Sherman Oaks (City of LA)			X		
91436	Encino (City of LA)			X		
91501	City of Burbank					X
91502	City of Burbank					X

Supervisory District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
91504	City of Burbank, Sun Valley (City of LA)					X
91505	City of Burbank			X		X
91506	City of Burbank					X
91521	City of Burbank (Disney Studios)					X
91522	City of Burbank (Warner Brothers Studios)					X
91523	City of Burbank					X
91601	North Hollywood/Toluca Terrace/Toluca Woods/Valley Village (City of LA)					X
91602	North Hollywood/Toluca Lake/Studio City (City of LA)					X
91604	Studio City/Sherman Oaks (City of LA)			X		X
91605	North Hollywood (City of LA)			X		X
91606	North Hollywood (City of LA)			X		X
91607	North Hollywood/Valley Village/Sherman Oaks (City of LA)			X		X
91608	Universal City					X
91702	City of Azusa, Unincorporated Azusa, Angeles National Forest	X				X
91706	City of Baldwin Park, City of Irwindale	X				X
91709	City of Pomona	X				
91710	City of Pomona	X				
91711	City of Claremont, Unincorporated Claremont, Padua Hills, Unincorporated La Verne	X				X
91722	City of Covina, Unincorporated Covina, Charter Oak	X				X
91723	City of Covina, Unincorporated Covina	X				
91724	City of Covina, Unincorporated Covina, Charter Oak	X				X
91731	City of El Monte	X				X
91732	City of El Monte	X				
91733	City of South El Monte, City of El Monte, Whittier Narrows	X				
91740	City of Glendora, Unincorporated Glendora	X				X
91741	City of Glendora, City of San Dimas, Angeles National Forest					X
91744	City of La Puente, Valinda, San Jose Hills, City of Industry, West Puente Valley	X				

Supervisory District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
91745	Hacienda Heights, City of Industry	X			X	
91746	Avocado Heights, Bassett, City of Industry, City of La Puente, North Whittier	X				
91748	Rowland Heights, City of Industry	X				
91750	City of La Verne, Unincorporated La Verne, Angeles National Forest	X				X
91754	City of Monterey Park	X				
91755	City of Monterey Park	X				
91759	Unincorporated Mt. Baldy, Angeles National Forest					X
91765	City of Diamond Bar	X				
91766	City of Pomona	X				
91767	City of Pomona	X				X
91768	City of Pomona, Unincorporated Pomona (Cal Poly Pomona)	X				X
91770	City of Rosemead, South San Gabriel	X				X
91773	City of San Dimas, Unincorporated San Dimas	X				X
91775	City of San Gabriel, Unincorporated NE San Gabriel, City of Temple City	X				X
91776	City of San Gabriel, Unincorporated NE San Gabriel	X				X
91780	City of Temple City, Unincorporated Arcadia	X				X
91789	City of Walnut, Rowland Heights, City of Diamond Bar, City of Industry, Unincorporated Walnut, City of Pomona	X				
91790	City of West Covina	X				
91791	City of West Covina, Valinda	X				
91792	City of West Covina, San Jose Hills	X				
91801	City of Alhambra	X				X
91803	City of Alhambra	X				
92397	Wrightwood					X
92821	Rowland Heights	X				
92823	Unincorporated Diamond Bar	X				
93243	Unincorporated West Antelope Valley, Gorman					X
93510	Acton					X

Supervisorial District *

ZIP CODE	AREA NAME * (See Note Below)	1st	2nd	3rd	4th	5th
93523	South Edwards/Edwards AFB					X
93532	Lake Hughes, Elizabeth Lake					X
93534	City of Lancaster, Unincorporated North Lancaster					X
93535	City of Lancaster, Hi Vista, Roosevelt, Lake Los Angeles, Unincorporated North Lancaster					X
93536	City of Lancaster, Quartz Hill, Del Sur, West Antelope Valley					X
93543	Littlerock, Sun Village, Juniper Hills					X
93544	Llano, Pearblossom					X
93550	City of Palmdale, Unincorporated Palmdale, South Antelope Valley, Angeles National Forest					X
93551	City of Palmdale, Leona Valley, Desert View Highlands, White Fence Farms, Anaverde					X
93552	City of Palmdale, Unincorporated Palmdale, South Antelope Valley, Angeles National Forest					X
93553	Pearblossom, Longview, Juniper Hills, Angeles National Forest					X
93563	Valyermo, Llano, Angeles National Forest					X
93591	Lake Los Angeles, Unincorporated Palmdale, Sun Village, Hi Vista, City of Palmdale					X

* Zip code boundaries are established by the U.S. Postal Service for the purpose of delivering mail and do not necessarily follow established municipal, community, and other district boundaries. Thus, zip codes may include parts of multiple communities and/or districts. While the table above may reflect that a zip code includes a particular Supervisorial District or city/community, please note that it may only include a very small portion of that Supervisorial District or city/community.

EXHIBIT B (BUDGET)

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

Program Services: Access to Technology (ATT) Program Services
 Fiscal Year: 2023-24
 Contract Number: [Enter Contract Number]
 Amendment Number: N/A Modification Number: N/A
 Contractor's Legal Name: [Enter Legal Name]

	<u>[Enter Address]</u>	<u>[Enter City]</u>	<u>[Enter State]</u>	<u>[Enter Zip]</u>
	Main Administrative Office Address	City	State	Zip Code
	<u>[Enter Address]</u>	<u>[Enter City]</u>	<u>[Enter State]</u>	<u>[Enter Zip]</u>
	Mailing Address (if different from above)	City	State	Zip Code
<u>Select</u>	<u>[Enter Name]</u>	<u>[Enter Number]</u>	<u>[Enter]</u>	<u>[Enter E-Mail]</u>
Prefix	Authorized Representative	Phone Number	Ext.	E-Mail Address
<u>Select</u>	<u>[Enter Name]</u>	<u>[Enter Number]</u>	<u>[Enter]</u>	<u>[Enter E-Mail]</u>
Prefix	Project Manager	Phone Number	Ext.	E-Mail Address

Program Funding Summary	
Cost Category	Total Cost
Personnel	\$ -
Outreach	\$ -
Customer Support	\$ -
Procurement, Preparation, Issuance	\$ -
Education & Training	\$ -
Space	\$ -
Subcontracts	\$ -
Other Costs	\$ -
Grand Total	\$ -

COUNTY USE ONLY	
Assigned Program Analyst:	
Assigned Contract Analyst:	
Budget Reviewed and Approved by:	Date:

Program Services: Access to Technology (ATT) Program Services
Fiscal Year: 2023-24
Contract Number: [Enter Contract Number]
Amendment Number: N/A **Modification Number:** N/A
Contractor's Legal Name: [Enter Legal Name]

II. BUDGET DETAIL - OUTREACH

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)
DIRECT				
[Enter outreach type and description]				
[Enter outreach type and description]				
[Enter outreach type and description]				
[Enter outreach type and description]				
[Enter outreach type and description]				
[Enter outreach type and description]				
[Enter outreach type and description]				
[Enter outreach type and description]				
[Enter outreach type and description]				
[Enter outreach type and description]				
TOTAL DIRECT OTHER COSTS				\$ -
GRAND TOTAL				
GRAND TOTAL OTHER COSTS				\$ -

NOTE:

(1): Enter all costs associated with Outreach. Any personnel costs should be listed under Section I (Budget Detail - Personnel) only.

Program Services: Access to Technology (ATT) Program Services
Fiscal Year: 2023-24
Contract Number: [Enter Contract Number]
Amendment Number: N/A **Modification Number:** N/A
Contractor's Legal Name: [Enter Legal Name]

III. BUDGET DETAIL - CUSTOMER SUPPORT

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)
DIRECT				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
TOTAL DIRECT OTHER COSTS				\$ -
GRAND TOTAL				
GRAND TOTAL OTHER COSTS				\$ -

NOTE:

(1): Enter all costs associated with Customer Support. Any personnel costs should be listed under Section I (Budget Detail - Personnel) only.

Program Services: Access to Technology (ATT) Program Services
Fiscal Year: 2023-24
Contract Number: [Enter Contract Number]
Amendment Number: N/A **Modification Number:** N/A
Contractor's Legal Name: [Enter Legal Name]

IV. BUDGET DETAIL - PROCUREMENT, PREPARATION, ISSUANCE

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)
DIRECT				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
TOTAL DIRECT OTHER COSTS				\$ -
GRAND TOTAL				
GRAND TOTAL OTHER COSTS				\$ -

NOTE:

(1): Enter all costs associated with device procurement, device preparation and device issuance. Any personnel costs should be listed under Section I (Budget Detail - Personnel) only.

Program Services: Access to Technology (ATT) Program Services
Fiscal Year: 2023-24
Contract Number: [Enter Contract Number]
Amendment Number: N/A **Modification Number:** N/A
Contractor's Legal Name: [Enter Legal Name]

VII. BUDGET DETAIL - EDUCATION & TRAINING

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)
DIRECT				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
TOTAL DIRECT OTHER COSTS				\$ -
GRAND TOTAL				
GRAND TOTAL OTHER COSTS				\$ -

NOTE:

(1): Enter all costs associated with Education & Training. Any personnel costs should be listed under Section I (Budget Detail - Personnel) only.

Program Services: Access to Technology (ATT) Program Services
Fiscal Year: 2023-24
Contract Number: [Enter Contract Number]
Amendment Number: N/A **Modification Number:** N/A
Contractor's Legal Name: [Enter Legal Name]

VIII. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION (1)	(B) UNIT COST (2)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)
DIRECT				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
GRAND TOTAL SPACE				\$ -

NOTE:
(1): Enter all costs associated with Space. Any personnel costs should be listed under Section I (Budget Detail - Personnel) only.
(2): Please submit supporting documentation with this Budget for any unit cost, which exceeds \$2.00 per square foot, that will be supported by the Contract Sum Year 1.

Program Services: Access to Technology (ATT) Program Services
Fiscal Year: 2023-24
Contract Number: [Enter Contract Number]
Amendment Number: N/A **Modification Number:** N/A
Contractor's Legal Name: [Enter Legal Name]

IX. BUDGET DETAIL - LOWER TIER SUBCONTRACTS

(A) SUBCONTRACTOR'S NAME AND DESCRIPTION OF SERVICES (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)
DIRECT				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
GRAND TOTAL LOWER TIER SUBCONTRACTS				\$ -

NOTE:

(1): Use this Budget Detail to report Subcontracts with vendors who provide Program Services by entering the name of the vendor and providing a brief description of the Services provided by the vendor. Information provided herein shall match the information reflected on Exhibit T (Subcontractor).

Prior written approval from County is required before entering into a Subcontract(s). All subcontracts shall be submitted to County for approval as to form prior to being executed.

Program Services: Access to Technology (ATT) Program Services
Fiscal Year: 2023-24
Contract Number: [Enter Contract Number]
Amendment Number: N/A **Modification Number:** N/A
Contractor's Legal Name: [Enter Legal Name]

XI. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)
DIRECT				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
[Enter name and description]				
TOTAL DIRECT OTHER COSTS				\$ -
GRAND TOTAL				
GRAND TOTAL OTHER COSTS				\$ -

NOTE:

(1): Subcontractor shall provide detailed explanation of the cost to County Analyst for review.

EXHIBIT C
(INTENTIONALLY OMITTED)

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

FISCAL YEAR: 2023-24

COUNTY'S DEPARTMENT HEAD

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

COUNTY'S CONTRACT MANAGER

Name: Ms. Carol Domingo
Title: Program Manager
Address: 510 South Vermont Avenue
Los Angeles, Ca 90020
Telephone: (213) 639-6339
E-Mail Address: cdomingostephen@ad.lacounty.gov

COUNTY'S PROGRAM MANAGER

Name: Mr. Solomon Shibeshi
Title: Program Manager
Address: 510 South Vermont Avenue
Los Angeles, Ca 90020
Telephone: (213) 351-5066
E-Mail Address: sshibeshi@ad.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name: Mr. Syed Uraizee
Title: Administrative Services Manager II
Address: 510 South Vermont Avenue
Los Angeles, Ca 90020
Telephone: (213) 709-7908
E-Mail Address: suraizee@ad.lacounty.gov

COUNTY'S EMERGENCY COORDINATOR

Name: Ms. Susana Ortega
Title: Program Manager
Address: 510 South Vermont Avenue
Los Angeles, Ca 90020
Telephone: (213) 738-2920
E-Mail Address: sortega@ad.lacounty.gov

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

Effective as of: [Click here to enter a date.](#)

**CONTRACTOR'S LEGAL
NAME:**

[Click here to enter text.](#)

CONTRACT NUMBER:

[Click here to enter text.](#)

UEI NUMBER:

[Click here to enter text.](#)

CONTRACTOR'S PROJECT MANAGER¹:

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

[Click here to enter text.](#)

Telephone:

[Click here to enter text.](#)

E-Mail Address:

[Click here to enter text.](#)

CONTRACTOR'S AUTHORIZED REPRESENTATIVE(S)²:

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

[Click here to enter text.](#)

Telephone:

[Click here to enter text.](#)

E-Mail Address:

[Click here to enter text.](#)

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

[Click here to enter text.](#)

Telephone:

[Click here to enter text.](#)

E-Mail Address:

[Click here to enter text.](#)

ADDITIONAL CONTRACT CONTACTS³:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.
Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.
Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

BUDGET ANALYST:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.
Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

INVOICES – AUTHORIZED SIGNER:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Signature: _____

MIS DATA ENTRY PERSONNEL:

Primary Contact

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Secondary Contact

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Notes:

- 1 Project Manager shall meet all of the requirements noted in Exhibit A (Statement of Work). When updating the individual identified as the Project Manager, Contractor shall submit the individual's degree/diploma, resume, and job specifications.
- 2 Authorized Representative(s) shall be identified on Contractor's Board of Director's resolution, which provides evidence to support delegated authority that Contractor has vested in this individual to act on behalf of Contractor. When updating the individual designated as the Authorized Representative(s), Contractor shall submit the Board of Director's resolution which identifies the new individual(s).
- 3 In addition to the Authorized Representative(s) and Project Manager, this individual(s) will also receive communications and documents including but not limited to the Contract, Amendment(s), invoicing documents, notices, etc.

EXHIBIT F
(CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)

GENERAL INFORMATION

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

CONTRACTOR ACKNOWLEDGEMENT

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

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

CONFIDENTIALITY AGREEMENT

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

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

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

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

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

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Click here to enter text.
Contractor's Legal Name

Click here to enter text.
Contract Number

Click here to enter text.
Name of Authorized Representative

Click here to enter text.
Title of Authorized Representative

Authorized Representative's Signature

Click here to enter a date.
Date

EXHIBIT G
(SAFELY SURRENDER BABY LAW)

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or [BabySafeLA.org](https://www.babysafela.org)

English, Spanish and 140 other languages spoken.

**EXHIBIT H
(INTENTIONALLY OMITTED)**

**EXHIBIT I
(INTENTIONALLY OMITTED)**

**EXHIBIT J
(CHARITABLE CONTRIBUTIONS CERTIFICATION)**

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

Select the certification below (either Option A or Option B) that is applicable to Contractor's organization:

OPTION A:

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

OPTION B:

- Contractor is registered with the California Registry of Charitable Trusts under the CT number listed below and is in compliance with its registration and reporting requirements under California law.
- Attached is a copy of Contractor's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations Sections 300-301 and Government Code Sections 12585-12586.

Declaration

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

Click here to enter text.

Contractor's Legal Name

Click here to enter text.

Contract Number

Click here to enter text.

Internal Revenue Service Employer Identification Number

Click here to enter text.

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

Click here to enter text.

Name of Authorized Representative

Click here to enter text.

Title of Authorized Representative

Click here to enter a date.

Authorized Representative's Signature

Date

EXHIBIT K (INFORMATION SECURITY AND PRIVACY REQUIREMENTS)

County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Exhibit K (Information Security and Privacy Requirements) (“Exhibit”) set forth County and Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between County and Contractor (the “Contract”) and any other agreements between the parties. However, it is Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate Contract. To the extent there are conflicts between this Exhibit and Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.

- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

Contractor shall exercise the same degree of care in safeguarding and protecting County Information that Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to Contractor.

- b. **Privacy Program.** Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. Contractor's Privacy Program shall include the development of, and

ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of County, and County shall retain exclusive rights and ownership thereto. County Information shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Contractor, or commercially exploited or otherwise used by, or on behalf of, Contractor, its officers, directors, employees, or agents. Contractor may assert no lien on or right to withhold from County, any County Information it receives from, receives addressed to, or stores on behalf of, County. Notwithstanding the foregoing, Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. Contractor specifically

consents to County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

Contractor may use County Information only as necessary to carry out its obligations under this Contract. Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** Contractor agrees that all County Information is Confidential and proprietary to County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of County's Contract Manager in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor shall notify County's Contract Manager immediately and prior to any such disclosure, to provide County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** Contractor shall acknowledge any request or instructions from County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven (7) calendar days. If an individual makes a request directly to Contractor involving County Information, Contractor shall notify County within five (5) calendar days and County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor shall notify County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and County will coordinate an appropriate response.
- e. **Retention of County Information.** Contractor shall not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

Contractor shall perform background and security investigation procedures in the manner prescribed in this Section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Section.

To the extent permitted by applicable law, Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with Contractor.

Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

Contractor shall have an established set of procedures to ensure Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

County acknowledges that in the course of performing its services, Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

Contractor will encrypt County Information transmitted on networks outside of Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

Contractor shall return or destroy County Information in the manner prescribed in this Section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this Section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be returned to County, Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to County. For documents or

materials referred to in Subsections (i) and (ii) of this Section that County requests be destroyed, Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with Subdivision b of this Section. Upon termination or expiration of Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by County.

- b. **Method of Destruction.** Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that County Information cannot be retrieved. Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County's Contract Manager within ten (10) days of termination or expiration of the Contract or at any time upon County's request. On termination or expiration of this Contract, County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to County hereunder, or that provided to County by Contractor hereunder), at County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County's Contract Manager or Program Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Contractor at off-site facilities.

Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events

in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Scott Enriquez
Departmental Information Security Officer
510 South Vermont Avenue
Los Angeles, CA 90020
(213) 739-7390
senriquez@wdacs.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,

- iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon County's written request, without charge, unless the Incident was caused by the acts or omissions of County. As Information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify affected individuals, government agencies, and/or credit bureaus.
 - d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
 - e. Assist and cooperate with forensic investigators, County, law firms, and and/or law enforcement agencies at the direction of County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.
 - f. Allow County or its third-party designee at County's election to perform audits and tests of Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to County, and therefore, that upon any such breach, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available

within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by County.

Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor shall provide the audit results and any corrective action documentation to County promptly upon its completion at County's request. With respect to any other report, certification, or audit or test results prepared or received by Contractor that contains any County Information, Contractor shall promptly provide County with copies of the same upon County's reasonable request, including identification of any failure or exception in Contractor's Information systems, products, and services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to County pursuant to this Section shall be provided at no additional charge to County.

- b. **County Requested Audits.** At its own expense, County, or an independent third-party auditor commissioned by County, shall have the right to audit Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon County's request Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. County shall pay for County requested audit unless the auditor finds that Contractor has materially breached this Exhibit, in which case Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Contractor's normal business operations. County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc.

Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of County. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Contractor will provide to County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party; and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this Section unless the Contract prescribes cyber liability insurance coverage provisions, and those provisions are no less stringent than those described in this Section.

Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000 (2 million)** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. Contractor shall add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, Contractor agrees to indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on Contractor's systems or networks (including all costs and expenses incurred by County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

EXHIBIT L
(INTENTIONALLY OMITTED)

EXHIBIT M
(INTENTIONALLY OMITTED)

EXHIBIT N
(CRITERIA AND STANDARDS FOR LETTERS OF CREDIT
AND CERTIFICATES OF DEPOSIT)

1. The Letters of Credit (LOC) or Certificates of Deposit (CD) shall be drawn by or on a financial institution that meets at least one (1) of the ratings from the table below:

Deposits	Rating Agency			
	Moody's ^(a)	Standard & Poor's	Bauer Financial	The Street.com ^(b)
If the term of the CD is less than three (3) years, the minimum ratings are:	A2 or better	A or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the financial institution are less than \$150 billion, the minimum ratings are:	Aa1 or better	AA+ or better	4 stars or better	B or better
If the term of the CD is three (3) years or greater and the total assets of the institution are \$150 billion or more, the minimum ratings are:	Aa3 or better	AA- or better	4 stars or better	B or better

- a. Bank Financial Strength (only for Moody's, a subcategory of the overall rating standard) should be B or better. Bank Financial Strength is a rating standard that must be met if the financial institution's total assets are less than \$1.5 billion and Moody's rates that institution.
- b. Formerly Weiss Ratings, Inc.
2. If the financial institution is rated by all four (4) of the rating agencies, the rating that is considered in the analysis will be the lower rating of Moody's or Standard & Poor's. However, if the financial institution receives ratings from Bauer Financial and TheStreet.com, only the higher of the two (2) ratings will be considered.
3. All deposits shall be insured through either the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Administration ("NCUA") at their maximum standard rate.

4. The CD or LOC shall be irrevocable and in County's name or pledged to County.
5. As directed by County, the CD or LOC shall be issued for an amount that is sufficient to support the terms of the performance agreement, unless otherwise stated in the Contract.
6. The CD or LOC shall mature at a definite time, which, unless otherwise stated in the Contract, may not be prior to direction by County, or the expiration of the performance agreement or other provisions thereof.
7. The CD shall meet the minimum criteria and standards at the time the funds are placed with the financial institution. However, a liquidation of the placement is not required should the financial institution's ratings fall below the minimum criteria and standards during the term of the placement. At the placement's expiration or maturity, the funds should be placed with a different financial institution that meets the minimum criteria and standards.

**EXHIBIT O
(CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)**

Contractor shall provide information about its data encryption practices. Contractor acknowledges that the information provided herein certifies that Contractor will comply with County of Los Angeles Board of Supervisor's Policy Manual Chapter 5 (Contracting and Purchasing) Policy Number 5.200 (Contractor Protection of Electronic County Information) during the term of the Contract.

Requirement	Compliance Response	Validation Report(s) Available
1	Does Contractor intend to store County Information Assets (defined in Exhibit P (Definitions) of the Contract) on workstation(s)?	
1.1	If 'Yes' to Item 1, will County Information Assets stored on the workstation(s) be encrypted?	Choose an item.
2	Does Contractor intend to store County Information Assets on laptop(s)?	
2.1	If 'Yes' to Item 2, will County Information Assets stored on the laptop(s) be encrypted?	Choose an item.
3	Does Contractor intend to store County Information Assets on removable media?	
3.1	If 'Yes' to Item 3, will County Information Assets stored on removable media be encrypted?	Choose an item.
4	Does Contractor intend to store County Information Assets on remote servers (i.e., cloud storage, Software-as-a-Service (SaaS))?	
5	Will County data be encrypted when transmitted?	Choose an item.
6	Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	Choose an item.

Declaration

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

[Click here to enter text.](#)

Contractor's Legal Name

[Click here to enter text.](#)

Name of Authorized Representative

[Click here to enter text.](#)

Title of Authorized Representative

[Click here to enter a date.](#)

Date

Authorized Representative's Signature

EXHIBIT P (DEFINITIONS)

I. STANDARD TERMS

Activities of Daily Living (ADLs): Activities usually performed for oneself in the course of a normal day including bathing, dressing, grooming, eating, walking, using the telephone, taking medications, and other personal care activities.

Administration for Community Living (ACL): The principal agency of the United States Department of Health and Human Services (formerly known as the Administration on Aging) designated to carry out the provisions of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.). It is dedicated to policy development, planning, and the delivery of supportive home and community-based services to older persons and their caregivers.

Adult Protective Services (APS): Those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them (Welfare and Institutions Code Section 15610.10).

Americans with Disabilities Act: Federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

Area Agency on Aging (AAA): A public or private non-profit agency or organization that has been designated by a State under the authority of the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) to perform functions within the planning and service area established by the State. Such functions include identifying community and social service needs, addressing the concerns of older Americans at the local level and assuring that social and nutritional supports are made available to older people in communities where they live. For purposes of the solicitation and resulting Subaward, references to the AAA shall mean County of Los Angeles AAA, which has been designated by the State of California Department of Aging to serve Planning and Service Area 19.

Attachment: A document(s) that is included with the Statement of Work as an addition/supplement to the Statement of Work and it forms a part of the Statement of Work (e.g., Attachment 1 (Performance Requirements Summary Chart)).

Authorized Representative: The individual who has been given written authorization through a resolution, order, or motion from Subrecipient's governing body to act on behalf of Subrecipient and bind Subrecipient to the Subaward.

Board of Supervisors: The governing body of the County of Los Angeles, which is comprised of five (5) Board members. Created by the State legislature in 1852, the Board has executive, legislative and quasi-judicial roles. Its members are elected by voters in their respective supervisorial districts and they're eligible to serve on the Board for up to three (3) four-year terms (i.e., Board members can serve for a maximum term of twelve (12) years).

Budget: A document that provides a detailed representation of Program costs/expenses and funding/revenues. Costs are identified by line items such as personnel, space, travel, etc. Funding is identified by sources such as the Subaward Sums, match contributions, non-match contributions, etc. Therefore, the total budgeted costs represent the total cost to operate the Program and the total funding represents the anticipated revenues that will be used to pay for those Program costs.

California Department of Aging (CDA): The principal agency within the State of California government which is responsible for administering programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. CDA administers funds allocated under the federal Older Americans Act, the Older Californians Act, and through the Medi-Cal program.

Child: An individual who is not more than 18 years of age.

Client: An individual who meets the eligibility requirements outlined in the Statement of Work, receives Program Services and is counted only once (unduplicated) when determining the total number of Unduplicated Clients.

Closeout Report: A written summary of Subrecipient's expenses and accruals incurred through the last day of the Fiscal Year. Subrecipient shall complete and submit this Report in the form and manner as designated by County.

Community Based Organization: An organization of demonstrated effectiveness that is representative of a community or significant segments of a community. The organization must provide social or supportive services to individuals in the community.

Community Focal Point: An agency within the community which has a proven record of providing comprehensive services to older individuals (i.e., multi-purpose senior center). A list of Community Focal Points is provided as part of the Subaward.

County: Unless otherwise specified, it shall mean the County of Los Angeles Aging and Disabilities Department, which is the County department that has been authorized by the Board of Supervisors to enter into this Subaward on behalf of the County of Los Angeles with Subrecipient.

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

- 1) Information that is stored in any media form, paper or electronic.
- 2) Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 3) Personally Identifiable Information (PII) as defined in California Civil Code Section 1798.29(g)
- 4) Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act of 1996
- 5) Medical Information (MI) as defined in California Civil Code Section 56.05(j)

County's Business Hours: The time period during which County's operations are open to conduct business; this time period is designated as 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).

County's Compliance Manager: The individual designated by County who is responsible for ensuring that Subrecipient is in compliance with the requirements of the Subaward.

County's Department Head: The individual designated by the Board of Supervisors as the Director of Community and Senior Services who is responsible for overseeing this County of Los Angeles department and who has delegated authority to act on behalf of County of Los Angeles for Subaward-related matters.

County's Contract Manager: The individual designated by County who is responsible for providing direction to Subrecipient (at Subrecipient's request) in areas relating to County policy, information requirements, and procedural requirements; making revisions which do not materially affect the terms and conditions of the Subaward; and, approving Lower Tier Subawards and Lower Tier Subrecipient's employees working on this Subaward.

County's Program Manager: The individual designated by County who is responsible for meeting with Subrecipient's Project Manager on a regular basis and inspecting all tasks, deliverables, goods, Services, and other work provided by Subrecipient.

Day(s): Unless otherwise specified, references to a numerical number of days shall mean calendar days which includes the seven (7) days of the week (e.g., Monday through Sunday) as opposed to business days which includes the traditional five-day work week (e.g., Monday-Friday), excluding weekends and holidays.

Disability: A condition, or conditions, attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

1. Self-care
2. Receptive and expressive language
3. Learning
4. Mobility
5. Self-direction
6. Capacity for independent living
7. Economic self-sufficiency
8. Cognitive functioning
9. Emotional adjustment

Elder Abuse: Elder abuse is a term referring to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult. The specificity of laws varies from state to state, but broadly defined, abuse may be physical, financial/fiduciary, psychological/emotional, sexual, exploitation, neglect, self-neglect, and abandonment.

Employee: An individual who is hired and paid by Subrecipient to provide Program Services under the requirements of this Subaward.

Exhibit: A document(s) that is included with this Subaward as an addition/supplement to this Subaward and it forms a part of this Subaward (e.g., Exhibit A (Statement of Work) is an exhibit to the Subaward).

Fiscal Year (FY): The twelve (12) month period beginning July 1st of the year and ending June 30th of the following year.

Frail: An older individual determined to be functionally impaired because the individual either:

- Is unable to perform at least two activities of daily living including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; or
- Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

Functionally Impaired: A person who meets at least one of the following conditions:

- Impairment in one or more activities of daily living (ADLs);
- Impairment in two or more instrumental activities of daily living (IADLs) or;
- Inability to manage own affairs due to emotional and/or cognitive impairment.

Greatest Economic Need: The need resulting from an income level at or below the poverty guideline.

Greatest Social Need: The need caused by non-economic factors which include (a) physical and mental disabilities; (b) language barriers; and (c) cultural, geographic isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to perform daily tasks or threatens the capacity of the individual to live independently.

Health: Activities such as health screening, physical fitness, therapy, and hospice to assist older individuals to improve or maintain physical health and secure necessary medical, preventive health, or health maintenance services. Health screening, therapy, and hospice must be provided by a licensed health professional or by a paraprofessional supervised by a licensed health professional. Does not include services covered by Medicare, Medi-Cal, or other health insurance.

Indirect Costs: Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Individual with a disability: An individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

In-Home Supportive Services: The In-Home Supportive Services (IHSS) program provides financial assistance to low-income aged, blind, and disabled individuals who are unable to remain safely in their homes without help from caregivers. The program is administered by the Department of Public Social Services (DPSS) and its purpose is to prevent nursing home placement. IHSS achieves this objective by paying or subsidizing the salaries of caregivers that the IHSS recipients choose.

Instrumental Activities of Daily Living (IADLs): Activities important for daily life, involving cognitive and physical ability. These include light and heavy housework, shopping, ability to access transportation, meal preparation, using the telephone, managing medications, and managing money.

Lower Tier Subaward (Subcontract): The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

Lower Tier Subrecipient (Subcontractor): A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

Mandated Program Services (MPS): A document that identifies the specific Service Categories and Units of Service that Subrecipient shall provide and the Unit Rate (where

applicable) that County will reimburse Subrecipient upon successful delivery of these Services.

Management Information System (MIS): Data system utilized by Contractor to record client information and services. This system is also utilized for invoicing.

Maximum Subaward Sum: The combined total of all Subaward Sums to be allocated during the term of this Subaward (where such term may include extensions). This money is contingent upon availability of Federal, State, County, and local funding.

Medi-Cal: California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

Medicare: A federal health insurance program administered by the Centers for Medicare and Medicaid Services (CMS) in the Department of Health and Human Services that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

Normal Business Hours: The time period which is designated as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided as an Attachment to the Statement of Work.

Older Adult Advisory Commission (OAAC): The Commission serves as an advocate group in the California Commission on Aging on behalf of older individuals, including, but not limited to, advisory participation in the consideration of all legislation and regulations made by state and federal departments and agencies relating to programs and services that affect older individuals.

Older Americans Act (OAA): A law enacted by the United States Congress in 1965 in response to concern by policymakers about a lack of community social services for older persons. The original legislation established authority for grants to States for community planning and social services, research and development projects, and personnel training in the field of aging. References to OAA shall mean the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.).

Older Individual (Older Adult): A person who is sixty (60) years of age or older.

Outcome Measures: Determination and evaluation of the results of Program Services and their comparison with the intended Program goals to determine the effectiveness of these Services.

Outreach: Actively providing information to the public/potential Clients on the Services and benefits of the Program. A contact initiated by Subrecipient for the purpose of identifying potential clients, from underserved populations within each Supervisorial District served, in order to generate referrals to the Program.

Performance Requirements Summary Chart: An attachment to the Statement of Work, which lists the minimum requirements that Subrecipient shall adhere to, and it reflects some of the performances that will be monitored during the Subaward term. This Chart also lists examples of the types of documents that will be used during monitoring, the standards of performance, the acceptable quality level of performance, and remedies for non-compliance.

Planning and Service Area (PSA): The geographic division of the State as authorized by the Older Americans Act of 1965 (OAA), as amended (Title 42 United States Code Section 3001 et seq.) for the purpose of implementing the objectives of the OAA (which includes planning and providing a broad range of supportive services, nutrition services, adult protective services and long-term care services within such planning and service areas). As such, the geographic boundaries of Los Angeles County (excluding the City of Los Angeles) have been designated by the State as Planning and Service Area 19 (PSA 19).

Poverty: Persons considered to be in poverty are those whose income is at or below the official poverty guideline (as defined each year by the Office of Management and Budget, and adjusted by the Secretary (DHHS) in accordance with subsection 673 (2) of the Community Services Block Grant Act (Title 42 United States Code Section 9902 (2))).

Program: A system of providing Services, which is designed to meet a social need. For purposes of this Subaward, unless otherwise specified, the Program shall refer to Services and operations reflected in Exhibit A (Statement of Work) for which Subrecipient receives funds under the terms of this Subaward and agrees to provide Services in accordance with relevant Federal, State, and County laws, regulations, and guidelines during the term of this Subaward.

Program Income: Revenue that is generated by Subrecipient and/or Lower Tier Subrecipient from Subaward-supported activities and includes, but is not limited to:

- Voluntary contributions received from Client or other party for Program Services received.
- Income from usage or rental fees of real or personal property acquired with Subaward Sums.
- Royalties received on patents and copyrights from Subaward-supported activities.
- Proceeds from the sale of items created under the Subaward.

Program Service(s): The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in Exhibit A (Statement of Work).

Project Manager: The individual designated by Subrecipient who is responsible for Subrecipient's day-to-day activities as related to this Subaward. This individual shall meet

with County's Program Manager, County's Contract Manager and County's Compliance Manager to ensure that the objectives of this Subaward are met.

Quality Control Plan: A written policy that outlines the actions/methods for monitoring or inspecting the delivery of Services under the Subaward to ensure Subrecipient provides a consistently high level of Service.

Responsible Other: A person designating by the Client to act on behalf of the Client.

Rural: Pursuant to the Administration for Community Living (ACL) (formerly known as the Administration on Aging (AoA)), rural includes any area that is not defined as urban where urban areas comprise: (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

Senior Centers: A vital link in the service delivery network which older persons may avail themselves of, senior centers are functioning as meal sites, screening clinics, recreational centers, social service agency branch offices, mental health counseling clinics, older worker employment agencies, volunteer coordinating centers, and community meeting halls. The significance of senior centers cannot be underestimated for they provide a sense of belonging, offer the opportunity to meet old acquaintances and make new friends, and encourage individuals to pursue activities of personal interest and involvement in the community.

Service(s): The specific tasks to be provided (or the Work to be performed) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

Service Category: The specific type or kind of benefit/assistance to be provided to Client in accordance with the Statement of Work. This benefit/assistance is the basis of reimbursement that County will provide to Subrecipient upon Subrecipient's satisfactory deliverance of it.

Service Delivery: Includes those activities associated with the direct provision of a Service which meets the needs of Client.

Social Services: Social service program refers to a program administered by the federal, state, or local government using government funding designed to provide social services directed at reducing poverty, improving opportunities for low-income adults or children, self-sufficiency, rehabilitation, or other services directed toward vulnerable citizens.

Staff: Unless otherwise specified, it is an individual or a group of individuals who are Subrecipient's Employee(s) and Volunteers who provide Services under the requirements of this Subaward.

State: Unless other specified, it shall mean the State of California Department of Aging (CDA).

Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing Subaward Services.

Subaward (Contract): The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other work. Included are all supplemental agreements amending or extending the Services to be performed.

Subaward Document Deliverable(s): An Exhibit, Attachment, form, certificate, license, etc. that is provided by Subrecipient as part of the contracting process.

Subaward Sum(s): Monies that awarded/allocated on an annual basis and reimbursed to Subrecipient in exchange for Subrecipient's provision of Program Services (i.e., the total amount of grant funds that County will provide to Subrecipient and Subrecipient will use these funds, in addition to Subrecipient's own resources, to pay for the total Program operating costs). These monies are contingent upon availability of Federal, State, County, and local funding.

Subrecipient (Contractor): The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity that has entered into this Subaward with County to perform and execute the Work and Services covered by this Subaward.

Unduplicated Client: An individual who meets the eligibility requirements outlined in the Statement of Work and such individual is counted only once when determining the total number of unduplicated Clients.

Unit of Measurement: The standard representation for which a quantity is accounted of how each unit is expressed by the Service(s) provided to the Client.

Unit Rate: The amount that is reimbursable by the Program for each Unit of Measurement provided by the Subrecipient.

Unit of Service: The representation of the quantity of services provided to a Client.

Volunteer: An individual who performs hours of service for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation for services rendered. For purposes of this Subaward, Volunteer's time may qualify to be used to meet the match contributions requirement (where applicable).

Work: The specific tasks to be performed (or the Services to be provided) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

II. PROGRAM SPECIFIC TERMS

Aging Network: A partnership between federal, state, tribal and local agencies which support the work of those who provide assistance to all older Americans and their caregivers.

Broadband: A high-capacity transmission technique using a wide range of frequencies, which enables a large number of messages to be communicated simultaneously.

Demographics: Characteristics of a population that have been categorized by distinct criteria such as age, race, ethnicity, gender, marital status, income, education, and employment.

Device: Also referred to as a tablet, is a wireless, portable personal computer with a touchscreen interface that can be used to browse the internet, send and receive emails, play games, read eBooks, watch TV or movies, and much more.

Digital Literacy: An individual's ability to find, evaluate, create, and communicate information. It is a combination of both technical and cognitive abilities in using information and communication technologies to create, evaluate, and share information.

Identity Theft: Crimes in which someone wrongfully obtains and uses another person's personal data or identity to commit fraud or deception for economic gain. Identity theft is committed in many ways and its victims are typically left with damage to their credit, finances, and reputation.

Language Line: A telephone interpreting service that connects via telephone individuals who wish to speak to each other but do not share a common language. The telephone interpreter converts the spoken language from one language to another, enabling listeners and speakers to understand each other. The Language Line allows a translator to communicate by phone with people who speak a language other than English.

Malware: Any software intentionally designed to cause disruption to a computer, server, client, or computer network, leak private information, gain unauthorized access to information or systems, deprive access to information, or unknowingly interfere with the user's computer security and privacy.

Mental Stimulation: Activities that enrich the mind and improve brain power.

Mobile Electronic Device: Handheld electronic equipment such as a computer or smartphone, tablets, e-readers with smart capabilities.

Phishing: Technique for attempting to acquire sensitive data, typically through a fraudulent solicitation in email or on a web site, in which the perpetrator masquerades as a legitimate business or reputable person.

Pre-program Survey: A tool typically in the form of a questionnaire used to collect data from potential or current participants of a program. The purpose of the pre-program survey is to identify the participant's prior knowledge, expectations, needs, and preferences.

Project evaluation: The process of analyzing a project, policy, or program to determine its success. This includes gathering information about the project, its processes, resources, and impact to help determine the project's effectiveness. Project evaluation results can necessitate changes in project workflows or resource allocation, indicate audience reception, reassure external stakeholders, or help to guide future projects.

Post-Program Survey: Tool for capturing valuable feedback from participants, to get insights into positive or negative sentiments of the event/activity. Post-event surveys generally contain a mix of question types that yield valuable feedback and can help provide a list of action items for improvements.

Spam: Unsolicited and unwanted messages and emails sent out in bulk to an indiscriminate recipient list. Typically, spam is sent for commercial purposes. It can be sent in massive volume by botnets, networks of infected computers. Spam is one way for perpetrators to distribute malware. A recipient of such spam thus runs the risk of their computer being infected by a malicious program.

Supervisory District: Geographical area that is overseen by a supervisor. Los Angeles County is made of up five (5) Supervisory Districts.

Telehealth: Service that uses video calling and other technologies to help individuals see doctors or other health care providers from home instead of at a medical facility.

Web Portal: An application/ used by Subrecipient to manage the program services.

Wi-Fi: Wireless networking technology that allows devices such as computers, tablets, smartphones, and other devices to interface with the internet. Wi-Fi is the radio signal sent from a wireless router to a nearby device as hotspots and routers, which translates the signal into data you can see and use.

EXHIBIT Q
(ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)

The purpose of this Exhibit Q is to establish required accounting, financial reporting, and internal control standards for Contractor.

The accounting, financial reporting and internal control standards described in this Exhibit Q are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit Q represents the minimum required procedures and controls that must be incorporated into Contractor's accounting and financial reporting systems. Contractor certifies that throughout the entirety of this Contract, it shall maintain the required level of staffing as outlined in this Contract. Therefore, the internal control standards described herein are those that apply to Contractor's organization and Contractor shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Contractor's subcontractors must also follow these standards unless otherwise stated in this Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractor shall maintain written financial and accounting procedures which incorporate Generally Accepted Accounting Principles and Contractor shall adhere to the requirements set forth therein. Contractor may elect to use either the accrual basis or cash basis of accounting during the Fiscal Year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions. All financial reports required by County shall be prepared by Contractor using accrual information and shall be submitted as directed by County.

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If Contractor elects to use the cash basis for recording financial transactions during the Fiscal Year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the Fiscal Year.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Contract Fiscal Year to the extent goods and Services are received or are applicable to that Fiscal Year.

2.0 Accounting System

Contractor shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. Contractor shall also maintain a Payroll Register. Postings to the General Ledger and Journals shall be made at least on a monthly basis. Contractor shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on Services provided.

2.1 General Journal

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

<u>Example:</u>	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain the following column headings (minimum requirements):

- Date
- Receipt Number
- Cash Debit columns
- Income Credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (entries in the description column must specify the source of cash receipts)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

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

- Date
- Check Number
- Cash (Credit) column
- Expense Account name
- Description

Note (1) Separate cost columns are required for salary expense and other recurring cost classifications for each Program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks).

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sub-sections A.3.2 (Supporting Documentation) and B.2.4 (Credit Cards) for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of Contractor's programs (both County and non-County programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

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

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Contractor shall present an invoice to County each calendar month to report the prior month's financial activity of the Program. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the Fiscal Year. An invoice shall be provided to County as required in this Contract. At the discretion of County, Contractor will be required to submit all invoices and supporting documentation through County's Contract Management System - Contractor's Gateway or any other electronic System to be determined by County.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Contractor's accounting records or supporting documentation shall be immediately reported to County pursuant to the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), Section III.C (Loss, Destruction or Theft of Assets). Contractor shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Exhibit Q. Contractor shall prepare a report and submit it to the local law enforcement agency within twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by Contractor for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four (4) years, and shall be retained for a longer period in the case of unresolved litigation or audit.

To the extent that automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc., the computer files containing this information must be adequately encrypted using the most current

encryption standards to prevent unauthorized access and use. If the allowability of expenditures cannot be determined because Contractor's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in Title 2 Code of Federal Regulations Part 200.302 (for Workforce Innovation and Opportunities Programs and all Other Programs) or Title 2 Code of Federal Regulations Part 200.302 and Title 45 Code of Federal Regulations Part 75.302 (for Area Agency on Aging Programs), the expenditures will be questioned during an audit/monitoring review and may be disallowed at the sole discretion of County or its Authorized Representative.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained pursuant to the authorized retention period outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Contract.

3.2 Supporting Documentation

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to for the Program shall be required to support an outlay of Contract Sums. Unsupported disbursements will be disallowed upon audit. Contractor will be required to repay County for all dollar for dollar disallowed costs. **Photocopied (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent that the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) Contractor shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.**

Supporting documentation is required for various types of expenditures. Contractors shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided Contractor obtains prior written approval

of County to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by an employee and approved in writing by a supervisor; time distribution records by Program accounting for total work time on a daily basis for all employees; records showing actual expenditures for Social Security and unemployment insurance; State and Federal quarterly tax returns; Federal W-2 forms; and Federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, Contractor's personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – Contracts (detailing the nature and scope of services to be provided), time and attendance records, billing rates, travel vouchers (detailing purpose, time and location of travel), purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. Contractor shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – prior, written approval from County's Contract Manager for travel expenses related to providing Services under this Contract; written travel policies of Contractor; travel expense vouchers showing location, date and time of travel, purpose of trip, benefit(s) to the Program and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, Contractor shall at a minimum retain conference literature, including but not necessarily limited to, agendas and handouts detailing the purpose of the conference, as part of Contractor's documentation of the propriety of the travel expenditure, and its applicability to the Work performed by Contractor hereunder.

Reimbursement rates for mileage shall not exceed the lesser of County's rate (which County shall provide to Contractor annually) and State's mileage rate (which is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>).

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

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is County's maximum reimbursement

rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide Contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Contractor shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. Contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, Contractor may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses – A vehicle mileage log must be maintained which established the extent to which company owned vehicles are used for business, versus non-business purposes. For all business-related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the Client(s).

Loans from Employees/Related Parties – Loans to Contractor by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into Contractor bank account. Contractor shall also maintain documentation showing that the loan proceeds were actually used for the Program. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under this Contract. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Contractor shall complete a disclosure statement identifying the nature of the affiliated, or related organization/ persons. Contractor shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A

reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to Contractor or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Contract. County shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or Federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

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

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

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

- Invoices – Vender name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one (1) check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Contract must be utilized on allowable Contract expenditures. Similarly,

income from investments (e.g., interest or dividends), where the source of the amount invested is County program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to County.

5.0 Audits

For routine audits and inspections, Contractor will make available County and any of its duly Authorized Representatives (including State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), upon request, during County's hours of operation, throughout the duration of this Contract and for the authorized retention period outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of this Contract, all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through County. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, County retains the right to inspect and conduct investigations of Contractor's fiscal operations and Contract compliance at any time, without prior notice to Contractor seven days a week, when County has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Bank Account or Cost Center

All Contract Sums shall be maintained in a bank account. Contract Sums shall be used exclusively for Services funded under this Contract and shall not be commingled with any other monies of Contractor. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate bank accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt. Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequences of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one (1) day of receipt. Collections of less than \$500 may be held, and shall be secured and deposited weekly or when the total reaches \$500, whichever occurs first. If Contractor can establish that a larger limit is warranted, Contractor may request authorization from County to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable). Contractor shall retain photocopies of County warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in Contractor's accounting records.

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash, purchases) shall be made using Contractor's check, electronic funds transfer, or debit/credit card.

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

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

A second signature is recommended on all checks over \$500, unless otherwise authorized by County in writing. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by Contractor (e.g., postage due, small purchases of office supply items, etc.). Contractor must obtain prior written approval from County's Contract Manager to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fee, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

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

2.4 Credit Cards

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

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

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

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased the employee making the purchase, and the justification for the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of Contractor's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent Contractor utilizes electronic timecards and time reports, Contractor must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, Contractor's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Contractor's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards. Contractor shall develop, maintain and adhere to its written personnel policies and procedures, wherein such procedures shall incorporate due process protection according to standard personnel practices.

Personnel and payroll records shall include, but are not limited to, the following:

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

3.3 Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.4 Limitations on Positions and Salaries

Contractor shall not pay any salaries which are higher than those authorized in this Contract, or the Exhibits thereto, including this Exhibit Q. When this Contract is for **Workforce Innovation and Opportunity Act Program Services**, Contractor shall adhere to Public Law 109-234, as provided by the Employment Development Department (EDD) through its issuance of a directive. Contractor shall obtain the most current version of EDD's directive on salary and bonus limitations on-line using the following Website address:
http://www.edd.ca.gov/jobs_and_training/Active_Directives.htm

For purposes of establishing a reasonable level of compensation for Contractor's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one Contract or program, time charged to the Contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one (1) Contract or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Contractor shall not make retroactive salary adjustments for any employee without prior written approval from County's Contract Manager.

3.5 Separation of Duties

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

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

4.0 Bonding – All officers, employees, and Contractors who handle cash or have access to Contractor's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Subparagraph 8.25 (Insurance Coverage) of this Contract.

C. COST PRINCIPLES

1.0 Policy

It is the intent of County to provide funds to Contractor for the purpose of providing Services required by this Contract. Contractor shall use these Contract Sums on actual expenses in an economical and efficient manner and shall ensure that these expenditures are reasonable, proper, and necessary costs of providing Services and are allowable in accordance with the following Administrative requirements, procurement standards, and cost principles (Administrative Requirements):

- Area Agency on Aging (AAA) Programs:
 - Title 2 Code of Federal Regulations Part 200 et seq. and
 - Title 45 Code of Federal Regulations Part 75 et seq.

- Workforce Innovation and Opportunity Act (WIOA) Programs:
 - Title 2 Code of Federal Regulations Part 200 et seq. and
 - Title 2 Code of Federal Regulations Part 2900 et seq.
- All Other Programs:
 - Title 2 Code of Federal Regulations Part 200 et seq.

1.1 Contractor is responsible for obtaining the Administrative Requirements noted above, which are available on-line as follows:

- Title 2 Code of Federal Regulations Part 200 et seq.
(http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.)
- Title 45 Code of Federal Regulations Part 75 et seq.
<http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>
- Title 2 Code of Federal Regulation Part 2900 et seq.
<https://www.ecfr.gov/cgi-bin/searchECFR?idno=2&q1=2900&rgn1=PARTNBR&op2=and&q2=&rgn2=Part>

1.2 Limitations on Expenditures of Contract Sums

Contractor shall comply with this Contract and Administrative Requirements. The Administrative Requirements define direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Contractor is unsure of the allowability of any particular type of cost or individual cost, Contractor should request advance written approval from County’s Program Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Contract, Exhibit A (Statement of Work), this Exhibit Q, and Administrative Requirements shall be resolved by giving precedence as follows:

- Administrative Requirements
- Contract
- Exhibit A (Statement of Work)
- Exhibit Q (Accounting, Administration and Reporting Requirements)

1.3 Expenses Incurred Outside the Contract Period

Expenses charged against Contract Sums may not be incurred prior to the effective date of this Contract, or subsequent to this Contract’s expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Contract may not be

allowable. For example, legal costs incurred while prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Contract between Contractor and County are not allowable. Expenses charged against Contract Sums during any Fiscal Year period may not be incurred outside of that Fiscal Year period.

1.4 Budget Limitation

Expenses may not exceed the maximum limits shown on the Budget(s).

1.5 Unspent Funds

Contractor shall return any unspent Contract Sums to County unless otherwise permitted by this Contract. In addition, County will determine the disposition of unspent Contract Sums upon expiration or termination of this Contract and at the end of each Fiscal Year period.

1.6 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable. These expenditures must clearly evidence a benefit(s) to the Program.

2.0 Allocable Expenses

When Contractor provides services in addition to the Services required under this Contract, Contractor shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with Administrative Requirements, Contractor shall define its allocable expenses as either direct or indirect costs (as defined in Subsections C.2.1 (Direct Costs) and C.2.2 (Indirect Costs) below) and shall allocate each cost using the basis that is most appropriate and feasible.

Contractor shall maintain documentation of allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Unless otherwise set forth in this Contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of Contractor's organization). Examples of

direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.

For all employees, other than those employed in general or administrative positions, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one (1) program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

Administrative Requirements describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example

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

Direct Allocation Method

This method can also be used when Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

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

Negotiated Indirect Cost Rates

Contractor has the option of negotiating an indirect cost rate or rates for use on all its Federal programs. Contractor must submit a Cost Allocation Plan to the Federal agency providing the majority of funds to Contractor's organization. The approved indirect cost rate is then applied to the total

approved direct cost base.

When Contractor has an approved indirect cost rate accepted by all Federal awarding agencies, Contractor shall submit a copy of the approval letter to County's Compliance Manager upon request.

D. UNALLOWABLE COSTS

The allowability of a variety of different costs are addressed in the following:

- AAA Program: Title 2 Code of Federal Regulations Part 200.421 et seq. and Title 45 Code of Federal Regulations Part 75.421 et seq.
- WIOA and all Other Programs: Title 2 Code of Federal Regulations Part 200.421 et seq.

For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions (exceptions may include self-insurance, pension funds and reserves for normal severance pay)
- Contributions and donations rendered
- Fines and penalties (e.g., including but not limited to NSF Check Fees, Traffic Citation Fees)
- Lobbying and fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards
- Capital expenditures
- Entertainment/alcoholic beverages

Additionally, Contractor shall not use Contract Sums to repay disallowed costs. E.

REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE

1.0 Contractor shall report suspected fraud (including welfare fraud), abuse, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Contractor shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any Subcontractors when that fraud affects its Contract with County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel
- Favoritism/nepotism in the awarding of County contracts, selection of vendors or hiring of Contractor's employees
- Theft or misuse of any funds, resources or equipment
- Falsification of records

- Violation of conflict of interest requirements; etc.
- 2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Contract as solely determined by County.
- 3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website: www.lacountyfraud.org
E-Mail Address: Hotline@auditor.lacounty.gov
Fraud Hotline: (800) 544-6861
Fax: (213) 633-0991
Mail: Office of County Investigations
500 W. Temple St., Room 515
Los Angeles, CA 90012

4.0 User Complaint Report

- 4.1 County's staff shall complete the User Complaint Report (UCR) to report Contractor's non-compliance with the requirements of this Contract. Areas of Contractor's non-compliance include, but are not limited to, the following:
- Contractor's Project Manager or other staff not responding to messages/requests from County staff.
 - Contractor's Project Manager or other staff does not attend trainings/meetings required by County.
 - Contractor staff changes without prior notification to County.
 - Illegal or inappropriate behavior by Contractor's staff.
 - Contractor not submitting reports/documents or maintaining records as required.
 - Contractor not complying with the quality assurance requirements as specified in this Contract.
- 4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Contractor's performance of the requirements of this Contract in addition to being used as the basis for placing Contractor on probation, suspending payment, suspending this Contract, terminating this Contract or any other remedies that are available in this Contract. The UCR may also be used during County's solicitation process to evaluate Contractor's past performance on this Contract in addition to being used when Contractor requests a reference from County for purposes of applying for other grants.

**EXHIBIT R
(JOINT FUNDING REVENUE DISCLOSURE)**

List all revenue provided to Contractor on an annual basis (including the Contract Sums, foundation grants, donations, etc.). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
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Click here to enter text.	Click here to enter amount.	Click here to enter a date.	Click here to enter a date.
PAGE TOTAL	Click here to enter amount.		
GRAND TOTAL OF ALL PAGES	Click here to enter amount.		

Click here to enter text.
Contractor's Legal Name

Click here to enter text.
Contract Number

Click here to enter text.
Name of Preparer (Print)

Click here to enter a date.
Date Prepared

EXHIBIT S
(PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS
FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)

I. GOVERNING REGULATIONS AND POLICIES

A. If this Contract indicates that Contractor may purchase Fixed Assets, Non-Fixed Assets and Supplies using Contract Sums, pursuant to Subparagraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies) of the Contract, Contractor shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Contract Sums (i.e., Federal, State or County/local monies), Contractor shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:

1.0 Area Agency on Aging (AAA) Programs:

1.1 The requirements of this Exhibit S.

1.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq. and Title 45 Code of Federal Regulations Part 75 et seq.

1.3 Additional requirements which may be communicated to Contractor through County memorandum, directives, Change Notices, Contract Amendments, etc.

2.0 Workforce Innovation and Opportunity Act (WIOA) Programs:

2.1 The requirements of this Exhibit S.

2.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq. and Title 2 Code of Federal Regulations Part 2900 et seq.

2.3 Additional requirements which may be communicated to Contractor through County memorandum, directives, Change Notices, Contract Amendments, etc.

3.0 All Other Programs:

3.1 The requirements of this Exhibit S.

3.2 Administrative requirements, procurement standards and cost principles (Administrative Requirements) outlined in Title 2 Code of Federal Regulations Part 200 et seq.

3.3 Additional requirements which may be communicated to Contractor through County memorandum, directives, Change Notices, Contract Amendments, etc.

B. Throughout this Exhibit S, references will be made to the Administrative Requirements. These references shall mean that Contractor shall follow Administrative Requirements that apply to Contractor based on the type of Program being funded through this Contract (e.g., Area Agency on Aging Programs, Workforce Innovation and Opportunity Act Programs, etc.) and the type of entity that best describes Contractor's organization (e.g., non-profit, local government, educational institution, etc.).

C. The requirements outlined in this Section I, herein, are applicable to Fixed Assets and Non-Fixed Assets. When specific requirements related to Supplies are not addressed, Contractor shall exercise the same due diligence and care required for the purchase, inventory and disposal of Fixed Assets and Non-Fixed Assets when Contractor uses Contract Sums to purchase Supplies.

D. In the event of any conflict or inconsistency between the requirements established in this Exhibit S and any of the governing Administrative Requirements, the conflict shall be resolved by giving precedence to the governing Administrative Requirements.

II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

A. Fixed Asset

1.0 A Fixed Asset is an item which has all of the following attributes:

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments, improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. used to conduct business under this Contract and are

not consumed/sold during the normal course of Contractor's business under this Contract. Such asset must provide a direct benefit to the Program and Services.

1.2 Has a normal useful life of at least one (1) year and has a unit acquisition cost that is \$5,000 or more.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would not meet the \$5,000 unit acquisition cost threshold.

1.3 Is either purchased with Contract Sums and/or was acquired by Contractor under a Predecessor Agreement(s) for the same/similar purpose as this Contract. Such purchases must be allowable and allocable under the requirements of this Contract. For purposes of this Contract, a Predecessor Agreement(s) shall mean a Contract between County and Contractor that was executed prior to this Contract for the same/similar Program Services as this

Contract, and such Contract has expired or terminated.

2.0 Must be ordered or purchased no later than May 31st of the Fiscal Year.

B. Non-Fixed Asset

1.0 A Non-Fixed Asset is an item which has all of the following attributes:

1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Subsection II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc. used to conduct business under this Contract. Such asset must provide a direct benefit to the Program and Services.

1.2 Has a normal useful life of over one (1) year and has a unit acquisition cost that is less than \$5,000 but is at least \$500.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4)

identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would meet the requirements for the unit acquisition cost described herein.

- 1.3 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 1.4 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
 - 1.5 Is either purchased with Contract Sums and/or was acquired by Contractor under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Contract.
 - 1.6 Must be ordered or purchased no later than May 31st of the Fiscal Year.
- 2.0 Whatever amount is approved for the equipment must be the same amount that's reflected on the Budget.
 - 3.0 You must submit a minimum of three (3) bids when requesting approval for equipment.

C. Usage of the Term "Assets"

- 1.0 Throughout the entirety of this Exhibit S, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in Subsection II.A (Fixed Asset), herein, and Subsection II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term "Assets" shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter "Assets").

D. Types of Assets

- 1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.
 - 1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.
 - 1.2 Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.
- 2.0 Improvements and Betterments are products that typically do not increase the physical size of the unit.
 - 2.1 Requirements for AAA Programs, WIOA Programs and all Other Programs
 - 2.1.1 Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, lower operating costs, etc.).
 - 2.1.2 An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Subsection II.A (Fixed Asset), herein.
 - 2.1.3 Examples of Fixed Assets that might be improved or bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage and lighting systems, etc.
- 3.0 Intangible Property is an item which lacks physical substance but gives valuable rights to the owner; and, such item can be either a Fixed Asset or a Non-Fixed Asset.
 - 3.1 The acquisition cost of the Intangible Property includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical Intangible

Property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.

3.2 Examples of Intangible Property include patents, copyrights, leases, computer software, etc.

4.0 Hardware consists of tangible equipment including computers, printers, terminals, etc.; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

E. Supplies

1.0 Supplies are items which have all of the following attributes:

1.1 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils, printer cartridges, file folders, etc. (i.e., Supplies are items which are used in such a way that once used, they cannot be re-used or recovered afterward).

1.2 Have a unit acquisition cost that is less than \$500.

1.3 Are necessary for Contractor to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.

1.4 Are either purchased with Contract Sums and/or were acquired by Contractor under a Predecessor Agreement(s).

III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

A. The following requirements are applicable to both Assets and Supplies. In some areas, the requirements are only applicable to Assets; however, Contractor shall exercise due diligence in the use and maintenance of Supplies when specific requirements related to Supplies are not addressed.

B. Management of Assets and Supplies

1.0 To prevent misuse, destruction or theft, Contractor shall exercise due diligence in its care, use, maintenance, protection and preservation of all Assets and Supplies.

2.0 During the entire term of this Contract, Contractor is responsible for the replacement or repair of Assets until

Contractor has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.

- 3.0 Contractor shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 4.0 Contractor shall use Assets and Supplies for the purpose for which they are intended under this Contract. When no longer needed for that purpose, Contractor shall treat them as prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.
- 5.0 Contractor may share use of Assets or allow use by other programs upon prior written approval of County. As a condition of approval, County may require payment under this Contract for that use.

C. Loss, Destruction or Theft of Assets

- 1.0 Contractor shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Contractor shall report such loss, destruction or theft as follows:
 - 1.1 Contractor shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.
 - 1.2 Contractor shall notify County's Contract Manager by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Contractor shall prepare an Incident Report, as described below, which shall be provided to County's Contract Manager.
 - 1.3 Incident Report
 - 1.3.1 At a minimum, Contractor's Incident Report of such loss shall contain the following elements:
 - 1.3.1.1 Identification of the Asset(s)
 - 1.3.1.2 Recorded value(s) of each Asset

1.3.1.3 Facts relating to the crime

1.3.1.4 A copy of the police report, where appropriate

1.3.2 Contractor shall retain the Incident Report pursuant to the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Contract.

2.0 Contractor agrees to indemnify County for any loss resulting from the use of any Assets.

IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

A. Any Asset purchased with the Federal portion of Contract Sums, if any, and/or with Contractor's required matching contributions may not be depreciated or capitalized.

B. Any Asset purchased with the non-Federal portion of Contract Sums, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Contractor's acquisition policies.

C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).

2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Contractor to satisfy funding matching requirements.

3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.

4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) of the acquisition cost if the asset is a building or improvement. A use

allowance in excess of the ceiling percentage must be justified by Contractor.

V. TITLE TO ASSETS

A. Assets Purchased with Contract Sums

1.0 Unless otherwise required by Federal or State laws or regulations, or as agreed upon in writing by the parties, Assets remain the property of County until such time as County approves the final disposition of the Assets (i.e., County retains title to all Assets used in the performance of this Contract).

B. Assets Purchased Under a Predecessor Agreement(s)

1.0 Unless otherwise required by Federal or State laws or regulations or as agreed upon in writing by the parties, Assets purchased under a Predecessor Agreement(s) remain the property of County until such time as County approves the final disposition of these Assets (i.e., County retains title to all Assets purchased under a Predecessor Agreement(s)).

C. Title to Vehicles

1.0 County retains title to vehicles that are purchased with Contract Sums. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.

2.0 Vehicles shall be registered only in the name of Contractor. Such registration applies to all vehicles which are purchased with Contract Sums as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.

3.0 For each vehicle(s) purchased with the Contract Sum(s) under this Contract and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Contractor shall ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Contractor must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and shall submit a copy of the smog certificate to County's Compliance Manager on an

annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Contractor shall provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

- D. Throughout the entire term of this Contract, Contractor shall adhere to the following:
 - 1.0 Contractor shall provide current, ongoing and adequate insurance covering all vehicle drivers pursuant to Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of the Contract.
 - 2.0 Contractor shall ensure that each vehicle driver has a current, valid California driver's license.

VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

- A. Necessary Prior Approval to Purchase Assets for Area Agency on Aging Programs
 - 1.0 Prior to purchasing or acquiring any Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use any amount of Contract Sums to purchase the Asset. Prior approval is also required for the following:
 - 1.1 All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 1.2 All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
 - 2.0 Prior approval is not required for the purchase of Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with Administrative Requirements.
 - 3.0 Contractor shall submit a written request to County's Contract Manager to request authorization to purchase such Asset.

Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.

3.1 For WIOA Programs, Contractor shall submit a written request to County's Contract Manager following the instructions provided in WIOA Directive number D-DWA-04-024/D-YTH-04-08 (dated August 24, 2004). Copies of this Directive are available on the Work Source California website, which may be accessed using the following address: <http://www.worksourcecalifornia.com/information/directives.htm>

4.0 Upon receiving written approval from County, Contractor shall ensure that all Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Asset is purchased.

5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Asset. Once all written approvals have been received, Contractor shall then include the Asset in its Budget and proceed with the purchase.

6.0 Examples

6.1 If Contractor intends to purchase an item which costs \$475 and Contractor will use \$475 of Contract Sums to purchase this item, prior approval is not required.

6.2 If Contractor intends to purchase an item, which costs \$550 and Contractor will use \$500 of Contract Sums to purchase this item, prior written approval is required.

VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

A. Necessary Prior Approval to Dispose of Assets for AAA Programs:

1.0 Contractor shall obtain prior written approval from County (and State) in order to sell, trade-in, discard, or transfer to another entity any Asset with a unit acquisition cost of at least \$500 and/or any item which meets the standards outlined in the Contract pertaining to Information Technology. Contractor

shall not dispose of any Asset or Information Technology product unless/until Contractor receives such written approval.

- 2.0 Contractor shall contact County's Contract Manager to obtain specific instructions on how to request prior approval, and Contractor shall adhere to all County and State requirements for the disposal of these Assets/Information Technology product.
- 3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Subparagraph 7.6 (Confidentiality) of the Contract, Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Contract.
- 4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

B. Necessary Prior Approval to Dispose of Assets for WIOA Programs

- 1.0 Contractor shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500. Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.
- 2.0 Contractor shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the disposal of these Assets.
- 3.0 Prior to the sale, transfer, donation or other disposal of any

Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Subparagraph 7.6 (Confidentiality) of the Contract, Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Contract.

4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

C. Necessary Prior Approval to Dispose of Assets for all Other Programs:

1.0 Contractor shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.

2.0 Contractor shall contact County's Contract Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the disposal of these Assets.

3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Contract Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and

information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Subparagraph 7.6 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) is included with this Contract.

4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

D. Necessary Prior Approval to Use Program Income from Sales Revenue

1.0 Contractor shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

2.0 Contractor shall contact County's Program Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the use of such Program Income.

VIII. PURCHASE REQUIREMENTS FOR ASSETS

A. The following requirements are applicable only to Assets. However, Contractor shall exercise due diligence in the purchase of Supplies when specific requirements related to Supplies are not addressed.

B. Cost Requirements

1.0 Contractor shall perform a cost or price analysis prior to the purchase of an Asset.

1.1 A cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability and allowability. Contractor shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in Administrative Requirements.

- 1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.
- 2.0 Contractor shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.
- 3.0 Contractor shall avoid purchasing unnecessary or duplicative items. Contractor shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).
- 4.0 Contractor shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Contractor as well as any charges for taxes, delivery/shipping, etc.
- 5.0 Contractor shall only charge the true actual cost of the Asset to this Contract. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Contract shall not be charged by Contractor to another grant, program or contract.

C. Competitive Procurement

- 1.0 Contractor shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in Administrative Requirements.
- 2.0 Contractor shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.
- 3.0 Contractor shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.
- 4.0 Contractor or Contractor's agent who develops or drafts specifications, requirements, statements of work, invitation

for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.

5.0 Contractor shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.

6.0 Sole Source Procurement (Non-competitive Procurement)

6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.

6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in Administrative Requirements and at least one (1) of the following applies:

6.2.1 The Asset is available only from a single source/vendor.

6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.

6.2.3 County provides written authorization for non-competitive procurement of the Asset.

6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.

6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.

7.0 Contractor shall ensure that solicitations for Assets provide:

7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.

- 7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.
 - 7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.
 - 7.4 Description of specific features of “brand name” products or an equivalent that bidders are required to meet when such items are included in the solicitation.
 - 7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.
 - 7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.
- 8.0 Contractor shall make an effort to utilize small businesses, minority-owned firms and women’s business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Administrative Requirements.

D. Procurement Instrument

- 1.0 Contractor shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price Contracts, cost reimbursable Contracts, etc.
- 2.0 Contractor shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.
- 3.0 “Cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.

E. Documentation Requirements

- 1.0 Contractor shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).

- 2.0 Contractor shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).
- 3.0 Contractor shall maintain documentation of its cost/price analysis and any sole source procurement.
- 4.0 Contractor's Budget
 - 4.1 Contractor shall report Assets purchased with Contract Sums on the Budget. Prior to reporting Assets on the Budget, Contractor shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.
 - 4.2 Assets purchased by Contractor shall match the Assets reported on the Budget.
 - 4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Contractor shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.
 - 4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Contractor shall submit a Budget Modification to County's Contract Manager before the end of the Fiscal Year pursuant to Subparagraph 9.9 (Modifications) of the Contract.
- 5.0 Additional Documentation Requirements for Area Agency on Aging Programs
 - 5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:
 - 5.1.1 Contractor shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.
 - 5.1.2 The supporting documents shall be submitted to County's Contract Manager at the same time that Contractor submits its invoice to County for the Asset.

- F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.
- G. Assets purchased either wholly with the Federal share of Contract Sums and/or with any required Contractor matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR ASSETS

- A. The following requirements are applicable only to Assets. However, Contractor shall exercise reasonable care in the maintenance and tracking of Supplies.
- B. Asset Bar Code Identification Tags
 - 1.0 Contractor shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.
 - 2.0 Contractor shall notify County's Contract Manager to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Contractor shall provide County full access to these Assets so that County can affix the tags on each Asset.
- C. Inventory Tracking
 - 1.0 Every two (2) years, or more frequently as requested by County, Contractor shall conduct a physical inventory of all Assets and shall document its activities. Contractor shall reconcile the results with Contractor's Asset accounting and inventory records.
 - 2.0 Contractor shall investigate any difference(s) between quantities determined by the physical inspection and those shown in the accounting and inventory records to determine the causes of the difference(s).
 - 3.0 As part of its inventory tracking, Contractor shall verify the existence, current utilization and continued need for Assets.
 - 4.0 Contractor shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Contractor shall remove these Assets from its accounting and inventory records.

Contractor shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Contract.

D. Reporting Current Fiscal Year

- 1.0 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Contractor shall complete its report of all Assets purchased during that Fiscal Year.
- 2.0 Contractor shall maintain supporting records for all Assets.
- 3.0 County may require Contractor to submit such supporting records upon request.
- 4.0 Contractor shall ensure that the information on the supporting records match the information reflected on County's inventory records.

X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. Additionally, Contractor shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Contractor shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant to Section VII (Approval Requirements for Disposing of Assets), herein.
- B. Consistent with Federal and State regulations, Contractor may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in the Administrative Requirements.
- C. For purposes of this Exhibit S, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.
- D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.
 - 1.0 Salvage items include Assets which are obsolete, broken or irreparable.
 - 2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Contract, termination of the Program, dissolution of Contractor's operations, or other similar circumstances.

- 3.0 Contractor may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:
 - 3.1 Only after the Assets have first been offered to and declined in writing by County.
 - 3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Contractor. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Contractor employees; Contractor employees' family members; entities that conduct business or have a relationship with Contractor; Clients; etc.

E. Disposition of Assets upon Dissolution of Contractor's Operations, Expiration or Termination of Contract or Termination of Program

- 1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:
 - 1.1 After dissolution of Contractor's operations
 - 1.2 Upon expiration or termination of this Contract
 - 1.3 When the Program, for which Assets were purchased, has ended
- 2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.
- 3.0 Contractor shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Contract Manager within the timeframe designated by County.
- 4.0 County reserves the right to require Contractor to transfer such Assets to another entity, including, but not limited to, State, County or another Contractor.
- 5.0 To exercise the right referenced in Subsection X.E.4.0, herein, County will issue specific written disposition instructions to Contractor no later than ninety (90) days after expiration or termination of this Contract, notification of Contractor's dissolution or termination of the Program.

F. Supplies

- 1.0 Contractor shall compensate County for its share of the residual inventory of unused Supplies if the residual or current fair market value of the inventory exceeds \$500 or more in the aggregate when the items are no longer needed for either the Program or another Federally-funded program.
- 2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

G. Current Fair Market Value

- 1.0 Contractor shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.
- 2.0 Contractor shall use one (1) or more of the following methods/resources to determine the current fair market value of an Asset:
 - 2.1 Orion Computer Blue Book
 - 2.2 Professional or expert appraisal
 - 2.3 Public advertisement
 - 2.4 Industry quotation
 - 2.5 Other similar methods/resources

H. Sale of Assets

- 1.0 After receiving written approval from County for this action, Contractor may sell Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.
- 2.0 Contractor shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.
- 3.0 Contractor shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Contractor may be required to reimburse County for the revenue that is

earned pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).

- 4.0 After the sale of an Asset, Contractor shall prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.
- 5.0 Contractor shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

I. Transfer of Assets

- 1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.
- 2.0 Contractor shall transfer Assets according to this order:
 - 2.1 To another program providing the same or similar service as that provided under this Contract.
 - 2.2 To a Federally or State-funded program.
- 3.0 After the transfer of an Asset, Contractor shall prepare an updated Inventory Control Form and shall submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.
- 4.0 Contractor shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Contractor shall forward copies of these receipts to County's Contract Manager along with the completed Inventory Control Form.

J. Donation of Assets

- 1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Subsections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.

- 2.0 To donate Assets, Contractor shall:
 - 2.1 Prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.
 - 2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.
 - 2.3 Obtain liability waiver(s) for donated items. Contractor shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:
 - 2.3.1 Names and addresses of Contractor and recipient organization.
 - 2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.
 - 2.3.3 Date when donation was received by recipient organization.
 - 2.3.4 Certification statement to be attested to by recipient organization releasing Contractor from all liability for the donated Asset(s).
 - 2.3.5 Name, signature and title of the recipient organization's authorized representative.

XI. NON-COMPLIANCE WITH PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS

- A. Contractor shall be under a continuing obligation throughout the entire term of this Contract to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in Administrative Requirements.

- B. Contractor's non-compliance with these requirements shall subject Contractor to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Subparagraph 9.19 (Remedies for Non-Compliance) of the Contract. County may also impose the following remedies as warranted by the non-compliance:
 - 1.0 Disallow the cost for Assets purchased without prior written approval
 - 2.0 Require Contractor to remit payment for Assets which are not properly disposed or inventoried
 - 3.0 Remove those Assets from Contractor which are not properly maintained pursuant to the requirements outlined herein.

XII. RECORDKEEPING

- A. Contractor shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of the Contract.
- B. Contractor shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.

EXHIBIT T (LIST OF SUBCONTRACTS)

Contractor's Legal Name: _____

[Click here to enter text.](#)

Select the certification below that is applicable to Contractor's use of Subcontractor(s)/Subcontract(s):

- Contractor intends to use Subcontractor(s)/Subcontract(s) to provide Program Services (details are provided in the chart below).
- Contractor will not use Subcontractor(s)/Subcontract(s) to provide Program Services.

Subcontractor			Description of Services to be Performed
Legal Name	Address	Contact Person's Name and Phone Number	
Click here to enter text.	Click here to enter address.	Click here to enter text.	<input type="checkbox"/> Click here to enter text. <input type="checkbox"/> Click here to enter text. <input type="checkbox"/> Click here to enter text. <input type="checkbox"/> Click here to enter text.
		Click here to enter phone number.	

If you need to report additional Subcontractors, use this Exhibit T and include page numbers on each completed Exhibit T as follows: Page 1 of X, Page 2 of X, Page 3 of X, etc. (where 'X' represents the total number of completed forms).

CIO

Peter Loo
ACTING CHIEF INFORMATION OFFICER

ANALYSIS

BOARD AGENDA DATE:

2/6/2024

SUBJECT:

AUTHORIZE AGING AND DISABILITIES DEPARTMENT TO AWARD AND EXECUTE FISCAL YEAR 2023-2024 CONTRACT FOR ACCESS TO TECHNOLOGY PROGRAM SERVICES

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #: Enter contract #

SUMMARY:

The Department of Aging and Disabilities (AD) is requesting approval and delegated authority to award and to execute a competitively-solicited Contract with Managed Career Solutions, SPC (MCS) to administer the Department's Access to Technology (ATT) program that will acquire a minimum of 3,000 computer tablets with two-year unlimited data service plans, and provide digital literacy training for eligible older adults (ages 60 and older) and individuals with disabilities (ages 18 and older). The proposed Contract term is for term of approximately eight months effective February 15, 2024, through September 30, 2024, with one optional six month extension for a maximum potential term of 14 months. The AD is also requesting authorization to amend the proposed Contract to update the terms and conditions, to increase/decrease funds, and if necessary, terminate for convenience. Finally, it is seeking authorization to accept and allocate new or additional grant funding for the ATT program for current and future fiscal years.

The ATT program is funded through a grant from the California Department of Aging (CDA). These funds were awarded to the Department of Public Social Services (DPSS) to administer the grant. The DPSS worked with the AD to execute a Memorandum of Understanding to serve as the pass-through agency to provide State funding to the Department for the ATT program. The program is intended to address the needs of diverse older adults and adults with disabilities to gain access to digital connectivity and technology to reduce isolation, increase social connections, and enhance self-confidence in navigating digital and online resources.

Under the proposed Contract, MCS will provide the following services: 1) dedicated contract personnel to manage and conduct all the ATT program activities; 2) plan and conduct a multi-lingual and multi-channel outreach campaign to identify and enroll eligible participants; 3) establish and operate a customer support hotline to provide program information and technical assistance; 4) conduct program eligibility verification and enrollment; 5) procure and provision tablet devices with unlimited data plans to eligible program participants; 6) plan and provide a multi-lingual digital literacy education and training, including cybersecurity awareness training, on use of the technology; 7) plan and conduct program evaluation using pre and post program surveys to collect participant feedback on program components and outcomes; and 8) complete a final program report, including

an analyses of program evaluation data, lessons learned and success stories, for review and approval by the AD for submission to the DPSS.

Contract Amount: Maximum Contract Amount is \$9,259,000 for the initial term.

FINANCIAL ANALYSIS:

Estimated Contract costs¹:

Contractor Personnel	\$ 1,073,000 ²
Program Outreach.....	\$ 315,000
Customer Support Hotline	\$ 186,000 ³
Computer Tablet Devices	\$ 1,940,000 ⁴
Two-year Unlimited Data Plans.....	\$ 4,670,000 ⁴
Deployment.....	\$ 298,000 ⁵
Education and Training.....	\$ 660,000
Program Evaluation	\$ 68,000
Other Costs.....	\$ 49,000 ⁵

Maximum Contract Sum: \$ 9,259,000

Notes:

¹Each expense category includes MCS’ administrative and indirect costs. Based on MCS’ proposed budget and is subject to change.

²Contractor project manager, customer support representatives, educator/trainer, lead procurement specialist, and other staff.

³Toll free number staffed by customer support representatives available Monday to Friday 8 a.m. to 5 p.m. PT

⁴Minimum of 3,000 tablet devices and software and two-year unlimited data plans will be provided by the MCS subcontractor [Claris Healthcare](#)

⁵Device provisioning including space and shipping costs

⁶Miscellaneous materials and supplies

RISKS:

1. **Contractor Performance** – The proposed Contract will be a cost reimbursement contact. The AD’s program manager will be responsible for program oversight and reviewing Contractor performance. Invoices will go through three levels of approval. In addition, the AD plans to engage the Auditor-Controller or an outside auditing firm to provide independent fiscal oversight.

2. **Liability Risks**

- a. The Department is only providing support for tablet devices until the conclusion of the ATT program. After the proposed Contract expires on September 30, 2024, participants may contact Claris Healthcare who provide standard technical assistance for the duration of the two-year data plan.
- b. Program participants who use the tablet devices may have increased vulnerability to cyber malicious activity, including digital fraud, phishing, and scams.

These risks were mitigated by requiring that participants agree to sign a Device Release Form and Liability Waiver before taking receipt of the tablet devices, which acknowledges participant’s ownership and responsibility for tablet devices, ongoing device support, and the two-year device data plan.

3. **Device Specifications** – The CIO recommended increasing the Contract’s tablet minimum device specifications for 2GB of RAM memory and 32GB storage to accommodate a wide range of needs. The AD clarified that Contractor will provide a tablet device configuration with 4GB of RAM memory and 64GB storage and expanding storage with a microSD card of up to 1TB.

4. **Information Security Review** – The information technology security risk was analyzed by the Department and a County Deputy Information Security Officer and was considered a low security risk. The AD plans to deploy a web portal for the Contractor to record participant information (demographics, eligibility, enrollment, and training), device provisioning, and survey responses. The portal has sufficient security controls to safeguard the data as it is stored, accessed, and transmitted by authorized users. Also, the Contractor shall verify device eligibility and confirm delivery to validated participants. Finally, it was recommended that participants complete cybersecurity awareness training before receipt of the tablet devices, which was accepted by the AD and included in the proposed Contract.
5. **Contract Risks** – No Contract risks have been identified. County Counsel participated in its negotiation and will approve the Contract to form prior to execution.

PREPARED BY:



(NAME) DEPUTY CHIEF INFORMATION OFFICER

02/01/2024

DATE

APPROVED:



PETER LOO, ACTING CHIEF INFORMATION OFFICER

02/01/2024

DATE

Attachment III

**Los Angeles County Aging and Disabilities Department
Community Business Enterprise Program Information**

FIRM INFORMATION *		Managed Career Solutions
BUSINESS STRUCTURE		For Profit
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP
OWNERS/ PARTNERS/ BOARD	Black/African American	
	Hispanic/Latino	1
	Asian or Pacific Islander	
	American Indian	
	Filipino	
	White	1
	<i>Female (include above)</i>	

* Information was provided by Bidder in response to the IFB (AAA-TLAP-2324 IFB). On final analysis and consideration of award, successful Bidder was selected without regard to race, creed, or color.