



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: July 9, 2025

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: Michelle Vega, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov.

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. BOARD MOTION ITEM(S):

None.

4. DISCUSSION ITEM(S):

A) Board Letter:

AUTHORIZE THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
TO EMPLOY A RETIRED COUNTY EMPLOYEE ON A TEMPORARY BASIS
DCBA - Alfred Beyruti, Administrative Deputy

B) Board Letter:

AUTHORIZATION TO PAY A ONE-TIME RATIFICATION BONUS OF
\$5,000 TO REPRESENTED EMPLOYEES WHEN THE BARGAINING UNIT
SUCCESSFULLY REACHES A COMPREHENSIVE TENTATIVE AGREEMENT
AND SUBSEQUENTLY RATIFIES THE 2025-2028 SUCCESSOR
MEMORANDUM OF UNDERSTANDING; AND PAY A RELATED BONUS TO
NON-REPRESENTED EMPLOYEES
CEO/LABOR - Leslie Rooney, Principal Analyst

C) Board Letter:

AUTHORIZATION TO AWARD AND EXECUTE SUBAWARD AGREEMENT
FOR AREA AGENCY ON AGING CLIENT AND SERVICES MANAGEMENT
SYSTEM AND RELATED SERVICES
AD/CIO - Victoria Jump, Assistant Director
Ivan Pacheco, Departmental Chief Information Officer and
Mike Tsao, Administrative Deputy II

D) Board Letter:

AUTHORIZATION TO SEND DETERMINATION LETTERS TO SUCCESSOR
AGENCIES OF THE CITIES OF WHITTIER AND LA VERNE REGARDING
JURISDICTION BY CONSOLIDATED OVERSIGHT BOARDS
EO/BOS - Cesar Hernandez, Administrative Services Manager I and
Adela Guzman, Head, Commission Services

5. PRESENTATION ITEM(S):

None.

6. NOTICE OF CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Classic Parking Inc. v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. 19STCV24834

Department: Internal Services

7. ADJOURNMENT

UPCOMING ITEMS FOR JULY 16, 2025:

- A) ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE AMENDMENT TO AGREEMENT NO. H-705407 WITH CERNER CORPORATION
DHS/CIO - Dr. Belinda Waltman, Senior Director, Population Health, Kevin Lynch, Chief Information Officer,
Julio Alvarado, Director, Contracts and Monitoring and
Stacey Asada, Contracts and Grants Manager
- B) RESPONSES TO THE 2024-2025 CIVIL GRAND JURY INTERIM REPORT
CEO - Carrie Miller, Senior Manager and
Paul Nakashima, Senior Analyst

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE OPERATIONS CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/9/2025	
BOARD MEETING DATE	July 29, 2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Consumer and Business Affairs (DCBA)	
SUBJECT	Authorize the Department of Consumer and Business Affairs to Waive the 180-Day Waiting Period to Rehire a Retiree.	
PROGRAM	Office of Cannabis Management	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
	If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Estimated Cost: \$81,677	Funding source: funding is already budgeted in the department's FY 25-26 budget and DCBA will not be requesting additional NCC to pay for the S&EBs.
	TERMS (if applicable): Initial term for FY25-26 with possible renewal if needed.	
	Explanation:	
PURPOSE OF REQUEST	To request the Board's approval to waive the 180-day break in service requirement and reinstate a retired employee as a 120-day retiree, where she will provide focuses, time limited support to the Office of Cannabis Management in advancing several critical early implementation efforts tied to the County's commercial cannabis initiative.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The retiree held a Senior Deputy Counsel position in the Office of the County Counsel. She possesses specialized expertise in cannabis regulation, enforcement strategy, and County operations. This experience is vital for the successful enhancement of OCM's compliance and enforcement-related programs. With her extensive experience in interagency enforcement coordination and regulatory implementation, she will provide high-level, short-term support to help establish core compliance protocols, enhance cross-agency collaboration, and advise on implementing the County's cannabis nuisance abatement ordinance	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended action is consistent with the following Board priorities: Community Investment, Poverty Alleviation, Anti-Racism, Diversity & Inclusion.	
DEPARTMENTAL CONTACTS	Name and Title: Alfred Beyruti, Administrative Deputy Phone: 213.441.0857 Email: Abeyruti@dcba.lacounty.gov	



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

July 29, 2025

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

Director

Rafael Carbajal

Chief Deputy

Joel Ayala

AUTHORIZE THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS TO EMPLOY A RETIRED COUNTY EMPLOYEE ON A TEMPORARY BASIS

**(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Department of Consumer and Business Affairs (DCBA) requests the Board's approval to waive the 180-day waiting period required under the California Public Employees' Pension Reform Act of 2013 and reinstate a retired County employee as 120-day rehired retiree.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Department of Consumer and Business Affairs (DCBA) to waive the 180-day waiting period to immediately reinstate retired County employee, Sari Steel, as a temporary employee, for a 120-day assignment.
2. Approve the request to appoint Ms. Steel to the position of Chief, Consumer and Business Affairs Representative (1669F) within the Office of Cannabis Management (OCM) at a rate of \$85.08 per hour for up to 960 work hours within a fiscal year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Ms. Steel retired from her position as Senior Deputy Counsel for the Office of the County Counsel on March 29, 2025. She possesses specialized expertise in cannabis regulation, enforcement strategy, and County operations. This experience is vital for the successful enhancement of OCM's compliance and enforcement-related programs. Ms. Steel will play a vital role in ramping up the



dcba.lacounty.gov
dcba@dcba.lacounty.gov

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

early compliance framework for the County's new commercial cannabis initiative and in strengthening enforcement strategies targeting illegal cannabis activities. With her extensive experience in interagency enforcement coordination and regulatory implementation, she will provide high-level, short-term support to help establish core compliance protocols, enhance cross-agency collaboration, and advise on implementing the County's cannabis nuisance abatement ordinance (pending funding). Her thorough understanding of County processes and the cannabis regulatory landscape makes Ms. Steel exceptionally well-suited for this temporary assignment.

Ms. Steel will provide focused, time-limited support to the OCM in advancing several critical early implementation efforts tied to the County's commercial cannabis initiative. Her primary responsibilities will include developing initial drafts of training and onboarding materials for compliance field staff, including Standard Operating Procedures related to inspections, complaint response, and interagency enforcement coordination. She will also assist in identifying core content and generating a short-term training structure to support early staff development.

In preparation for upcoming Board consideration of amendments to Titles 8 and 22, Ms. Steel will review draft commercial cannabis ordinances to ensure that compliance-related provisions incorporate best practices and lessons learned from comparable efforts. She will support enhancements to the County's interdepartmental enforcement coordination strategy by mapping agency roles and identifying collaboration needs among DCBA's OCM, the Sheriff's Department, County Counsel, the District Attorney's Office, and other partners. She will also participate in related interagency meetings on behalf of OCM.

Additionally, Ms. Steel will contribute to the development of public-facing materials—such as one-pagers and FAQs—to inform communities and unlicensed operators about changes in enforcement practices and compliance expectations. Should funding be approved and OCM be designated as the lead agency for the County's cannabis nuisance abatement ordinance, Ms. Steel will assist with outlining potential ordinance structures and enforcement pathways to support early-stage implementation.

IMPLEMENTATION OF STRATEGIC PLAN NORTH STARS

Approval of the recommended action is consistent with the County's Strategic Plan North Star 2 which aims to foster vibrant and resilient communities. More specifically, Ms. Steel's work will focus on enhancing public and community safety by addressing and mitigating unlawful cannabis activity, while also strengthening the County's organizational and administrative infrastructure to support effective implementation.

FISCAL IMPACT/FINANCING

The position will be funded with Net County Cost (NCC) through salary savings within the Office of Cannabis Management. The funding is reflected in the DCBA's operating budget. DCBA will not be requesting funding to cover the staff costs//S&EBs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended action is consistent with the Public Employee's Pension Reform Act of 2013, which allows a person who retires from the County to serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system, before a period of 180 days following the date of retirement, as long as the Board certifies the position is critically needed; and the retired person has the skills required to perform work of a limited duration.

IMPACT ON CURRENT SERVICES OR PROJECTS

The recommended actions will help advance strategic enforcement coordination against unlicensed cannabis activities, while helping guide and establish the compliance framework for the County's future legal marketplace.

Respectfully submitted,

Rafael Carbajal
Director

RC:AB:BH:fm

c: Executive Office, Board of Supervisors
 Chief Executive Officer
 County Counsel
 Auditor-Controller
 Human Resources

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/9/2025		
BOARD MEETING DATE	7/29/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	CEO (Letter linked with LACERA Board Letter)		
SUBJECT	One-Time Ratification Bonus		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	Agreement with Labor was made to pay the bonus 45 days from ratification of respective Memorandums of Understanding.		
COST & FUNDING	Total cost:		Funding source:
	\$		
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	To implement blanket authorization to immediately pay the ratification bonus agreed to by the parties and approval to pay future ratification bonuses agreed to as part of a comprehensive tentative agreements with the County.		
BACKGROUND (include internal/external issues that may exist including any related motions)			
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The actions are directly responsive to the County of Los Angeles' Strategic Plan North Star 3 Realize Tomorrow's Government Today Focus Area Goal G Internal Controls and Processes of Fiscal Sustainability by providing a wage and benefit structure that is financially responsible.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Leslie Rooney; Principal Analyst, CEO; 213-974-5951; lrooney@ceo.lacounty.gov.		

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101
ceo.lacounty.gov

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

July 29, 2025

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

Dear Supervisors:

**AUTHORIZATION TO PAY A ONE-TIME RATIFICATION BONUS OF \$5,000 TO REPRESENTED
EMPLOYEES WHEN THE BARGAINING UNIT SUCCESSFULLY REACHES A COMPREHENSIVE
TENTATIVE AGREEMENT AND SUBSEQUENTLY RATIFIES THE 2025-2028 SUCCESSOR
MEMORANDUM OF UNDERSTANDING; AND PAY A RELATED BONUS TO
NON-REPRESENTED EMPLOYEES**

**ALL DISTRICTS
(4 VOTES)**

SUBJECT

The County of Los Angeles is in the process of reaching comprehensive tentative agreements for 2025–2028 successor Memoranda of Understanding (MOUs) with various labor partners. To ensure timely implementation, we request blanket authorization to issue ratification bonuses in accordance with the terms of each agreement. We further seek approval to extend these bonuses to full-time non-represented employees.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve one-time ratification bonus payments for employees in active pay status on the date of ratification, for bargaining units that reach a comprehensive tentative agreement and ratify the 2025–2028 successor MOU.
2. Authorize the Auditor-Controller to issue ratification bonus payments in accordance with the terms of each negotiated agreement.
3. Instruct the Auditor-Controller to make all necessary payroll adjustments to implement this

authorization.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles (County) is in the process of reaching comprehensive tentative agreements for 2025–2028 successor Memoranda of Understanding with various labor partners. To facilitate the prompt implementation of newly negotiated agreements, we request the authority to process ratification bonuses as defined in each labor agreement. These payments are part of comprehensive settlements negotiated in good faith with labor partners and are consistent with past practice. Approval to issue similar payments to non-represented employees ensures equitable treatment across the workforce.

Implementation of Strategic Plan Goals

This recommendation supports the County's Strategic Plan – North Star Goal 3: Realize Tomorrow's Government Today, by fostering fiscal responsibility and workforce stability through a sustainable wage and benefits structure.

Strategic Asset Management Principles Compliance

Not Applicable

FISCAL IMPACT/FINANCING

The actions recommended in this Board Letter are within the parameters established by the Board of Supervisors. The County's pension actuary, Cheiron, Inc., has advised that the proposed compensation adjustments do not exceed the payroll increase assumed in the retirement plan's current actuarial valuation. Therefore, there will be no negative impact on the funded status of the retirement system.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These ratification bonuses are consistent with prior labor settlements and reflect good faith negotiations between the County and its employee representatives.

ENVIRONMENTAL DOCUMENTATION

Not Applicable

CONTRACTING PROCESS

Not Applicable

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact on current services.

CONCLUSION

Approving these recommendations will enable the County to fulfill its negotiated commitments in a timely and consistent manner, reinforcing trust with labor partners and supporting continuity across County operations. Extending these payments to non-represented employees ensures internal equity while aligning with the County's broader goals of workforce retention and fiscal responsibility. This approach reflects sound governance and promotes stability during a critical phase in this labor negotiations cycle.

Respectfully submitted,

FAD:JMN:KLW
SM:LR:rfm

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
All Department Heads
SEIU Local 721
CCU Member Unions
Independents

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/9/2025		
BOARD MEETING DATE	8/5/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Aging and Disabilities (AD)		
SUBJECT	Authorization to Award and Execute Subaward Agreement for Area Agency on Aging Client and Services Management System and Related Services		
PROGRAM	Client and Services Management System and Related Services (CSMS)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	The current subaward with AD expires September 9, 2025. This is a new subaward that will begin on September 1, 2025, upon Board Approval.		
COST & FUNDING	Total cost:	Funding source:	
	\$1,317,120	Older Americans Act (OAA) Title III B	
	TERMS (if applicable): One (1) year with three (3) annual renewal options for a maximum of four (4) years. From September 1, 2025 through August 31, 2026.		
	Explanation: The estimated annual funding for the Subaward is comprised of Older Americans Act (OAA) Title IIIB (Supportive Services) funds and will be included in the Department's FY 2025-26 Final Adopted Budget.		
PURPOSE OF REQUEST	The purpose of this request is to seek delegated authority from the Board for AD to execute a Subaward with RTZ, LLC for CSMS.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>This system supports AD's AAA data collection and reporting operations within the County, ensuring compliance with California Department of Aging (CDA) guidelines. It also enables real-time tracking of consumers and services provided by contracted AAA service providers, which is essential for evaluating program performance and informing program improvements. CSMS has become an essential tool for effective program management and continuity of care for vulnerable populations.</p> <p>On October 30, 2024, AD released a competitive Request for Proposals (RFP) under solicitation number AAA-CSMS-2425 RFP. A total of five proposals were received with RTZ, LLC receiving the highest score and being recommended for award.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: Not Applicable		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: Not Applicable		
DEPARTMENTAL CONTACTS	Mike Tsao, Administrative Deputy II, (213) 662-4432, Mtsao@ad.lacounty.gov		

August 5, 2025

BOARD OF SUPERVISORS

Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

EXECUTIVE LEADERSHIP

Dr. Laura Trejo
Director

Lorenza C. Sánchez
Chief Deputy Director

Mike Tsao
Administrative Deputy II

Anna Avdalyan
Assistant Director

Dr. Solomon Shibeshi
Assistant Director

Victoria Jump
Assistant Director

Ivan Pacheco
Chief Information Officer

GET IN TOUCH

510 S. Vermont Avenue, Suite 1100
Los Angeles, CA 90020
ad.lacounty.gov

info@ad.lacounty.gov

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

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:

**AUTHORIZATION TO AWARD AND EXECUTE SUBAWARD
AGREEMENT FOR AREA AGENCY ON AGING CLIENT AND
SERVICES MANAGEMENT SYSTEM AND RELATED SERVICES**

**(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The County of Los Angeles (County) Aging & Disabilities (AD) Department seeks approval and delegated authority to award and execute a Subaward with RTZ LLC (RTZ) for the implementation of the Client and Services Management System (CSMS), using the GetCare System to automate tracking and reporting of Area Agency on Aging (AAA) clients residing in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of AD, or designee, to award and execute the CSMS Subaward with RTZ for the term effective September 1, 2025 through August 31, 2026, and subsequently execute up to three (3) annual renewal options for a maximum total Subaward term of four (4) years in the combined estimated annual amount of \$1,317,120 in AAA grant funds, contingent upon available funding.
2. Approve and authorize AD's Director, or designee, to execute Subaward amendments, which serves the best interests of the County, during the Subaward term as follows: 1) add new, relevant, or updated federal, State, and/or County Subaward terms and conditions; and 2) increase or decrease the Subaward 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 Subaward Sum, in response to the availability of funding and/or based on Subrecipient's performance, provided that:



(a) the total allocation does not exceed funding availability; and (b) AD obtains County Counsel approval as to the form of the amendment prior to any such amendment.

3. Delegate authority to the Director of AD, or designee, to terminate the Subaward with Subrecipient upon their request, and those that have closed or are in default of their Subaward requirement, Subrecipient default, or for the convenience of the County, provided: a) County Counsel's approval is obtained prior to termination of the Subaward b) the 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

The current CSMS is utilized by 500 end users comprised of AD staff and 50 contract services providers. It supports AD's AAA data collection and reporting operations within the County in compliance with California Department of Aging (CDA) guidelines and enables real-time tracking of consumers and services from contracted AAA service providers used to evaluate program performance and make program improvements. In Fiscal Year 2023-24, the system was used to help over 43,600 older adults, family caregivers and persons with disabilities with over 7 million units served. These services included but are not limited to Elderly Nutrition,, Family Caregiver Support, Supportive Services Legal Services, and Evidence-Based Disease Prevention and Health Promotion Services.

This new Subaward will allow for the continued use of the current CSMS, or GetCare System, without the need for additional training or onboarding. As the system is already fully integrated into AD's current operations and familiar to both staff and contracted service providers, this will ensure a seamless continuation, preventing disruption to data entry, service tracking, or reporting processes.

Implementation of Strategic Plan Goals

The recommended actions support the following Countywide strategic goals:

- North Star I - Make Investments that Transform Lives; Strategy D (vii) – Support Older Adults & People with Disabilities;
- North Star 3 - Realize Tomorrow's Government Today; Strategy E (i) – Pursue Data-Driven Decision Making, Operational Effectiveness, Fiscal Responsibility, and Accountability; Strategy F (ii) – Modernize Infrastructure to Leverage Technological Advancements, Increase Visibility and Accessibility; Strategy G (i) – Maximize Revenue.

FISCAL IMPACT/FINANCING

There will be no impact on the County General Fund. The anticipated annual funding for the recommended award is \$329,280. The requested Board authority will allow AD to allocate funds for CSMS annually, for one year, with three (3) optional one-year renewals, for a combined total of \$1,317,120. The estimated annual funding for the Subaward is comprised of Older Americans Act (OAA) Title IIIB (Supportive Services) funds, and will be included in the Department's FY 2025-26 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Throughout the procurement process, the Subrecipient has demonstrated compliance with all Board and County requirements. The Subaward 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 Subaward 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 Subaward prior to their execution and/or amendment.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

On October 30, 2024, AD released a competitive Request for Proposals (RFP) solicitation (in accordance with federal, State, and County procurement standards) for the Client and Services Management System (CSMS) under solicitation number AAA-CSMS-2425 RFP. AD was seeking qualified Proposers to provide CSMS. Notification of this release occurred as follows:

- Newspaper Publication: AD advertised the RFP 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 RFP on the ISD website (which also meets the requirement to post on the OSB website) using multiple commodity/service codes associated with CSMS services.
- GovDelivery Notifications: AD utilizes GovDelivery, a web-based email subscription management system, which includes approximately 4,149 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 RFP.

A Proposers' teleconference, which was attended by several potential proposers, was held on November 20, 2024, to address questions from potential Proposers, and no protests were received in response to the solicitation requirements.

AD received five proposals in response to the RFP. In accordance with County requirements, the proposals were reviewed and four were determined to be unresponsive and one (1), RTZ was determined to be responsive and responsible. Evaluations were conducted by teams comprised of individuals from AD, who were subject matter experts in various areas including program operations, data management and analytics, and technology. There were no protests in response to this evaluation and the recommendation of the 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 I. On final analysis and consideration of this award, the successful Proposer was selected without regard to race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued and uninterrupted provision and tracking of critical services provided by AD for older adults (age 60 and older).

Should the Subaward with RTZ not commence, AD will need to rely on a manual, time-consuming, and resource-intensive process for data collection, validation and reporting process. This will hinder program management activities and delay timely reporting to CDA. Additionally, the absence of the GetCare System would disrupt services to older adults, as it plays a critical role in preventing duplication of client services and is essential for effective case management of these vulnerable clients from intake to service delivery.

CONCLUSION

Upon your approval of the recommended actions, AD's Director, or designee, will proceed to execute the Subaward, and any future amendments as noted herein. Should you have questions, please contact Mr. Mike Tsao, Administrative Deputy II, at Mtsao@ad.lacounty.gov.

Respectfully submitted,

Reviewed By:

Dr. Laura Trejo, DSW, MSG, MPA
Director

Peter Loo
Chief Information Officer

LT:LCS:IP
MT

C: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel

Attachment I

Los Angeles County Aging and Disabilities Department

Community Business Enterprise Program Information

FIRM INFORMATION *		RTZ, INC.
BUSINESS STRUCTURE		For-Profit
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP
OWNERS/ PARTNERS/ BOARD	Black/African American	0%
	Hispanic/Latino	0%
	Asian or Pacific Islander	0%
	American Indian	0%
	Subcontinent Asian	0%
	White	100%
	<i>Female (include above)</i>	<i>20%</i>

* Information was provided by Proposer in response to the RFP (AAA-CSMS-2425 RFP). On final analysis and consideration of award, successful Proposer was selected without regard to race, creed, or color.



SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

AGING AND DISABILITIES DEPARTMENT

AND

RTZ, LLC

FOR

AREA AGENCY ON AGING (AAA)
CLIENT AND SERVICES MANAGEMENT SYSTEM (CSMS)
AND RELATED SERVICES

SUBAWARD NUMBER CSMS2526

SUBAWARD PERIOD SEPTEMBER 1 2025 – AUGUST 31, 2026

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Exhibit D (County's Administration)

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Exhibit F1-IT (Subrecipient Acknowledgement, Confidentiality, and Copyright Assignment Agreement)

Exhibit G (Safely Surrendered Baby Law)

Exhibit H (Intentionally Omitted)

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

Exhibit J (Charitable Contributions Certification)

Exhibit K (Information Security and Privacy Requirements)

Exhibit L (California Civil Rights Laws Certification)

Exhibit M (FEMA Provisions)

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

Exhibit O (Subrecipient's Compliance with Encryption Requirements)

Exhibit P (Definitions)

Exhibit Q (Accounting, Administration and Reporting Requirements)

Exhibit R (Joint Funding Revenue Disclosure)

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

Exhibit T (List of Lower Tier Subawards)

Exhibit U (Service Level Agreement)

RECITALS

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

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

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

and

RTZ, LLC
("Subrecipient" or "Contractor")

Subrecipient's Business Address:
**3736 Mt. Diablo Blvd, Suite 200
Lafayette, CA 94549**

WHEREAS, County is authorized by, inter alia, California Government Code Sections 26227 and 31000 to contract for goods and services, including the work contemplated herein; and

WHEREAS, County may contract with agencies for Area Aging on Aging (AAA) Client and Services Management System and Related Services ("CSMS" or "Services"), when certain requirements are met for the provision and maintenance of the CSMS services; and

WHEREAS, Subrecipient is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the work contemplated by this Subaward; and

WHEREAS, County and Subrecipient agree to engage contractually whereby Subrecipient will provide CSMS as specified in Exhibit A (Statement of Work and Attachments) and elsewhere herein in exchange for County's reimbursement to Subrecipient for those Services; and

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

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

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

WHEREAS, on **August 5, 2025**, the Los Angeles County Board of Supervisors ("Board") authorized the Director of County of Los Angeles Aging and Disabilities Department ("County's Director") or their designee to enter, execute and administer this Subaward.

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

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F1-IT, G, I, J, K, L, M, N, O, P, Q, R, S, T, and U are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward will be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2 Subrecipient's Proposal submitted in response to the Area Agency on Aging (AAA) Client and Services Management System (CSMS) Request for Proposals (RFP) is incorporated and made part of this Subaward. Subrecipient's misrepresentation of any required element in its Proposal submitted in response to the RFP will be considered an event of default and this Subaward may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda will mean such laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, visit County's website at: <https://www.lacountyad.org/business>.
- 1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, will be in writing, and will be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.
- 1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Subaward and the

Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:

- 1.6.1 Exhibit A (Statement of Work and Attachments)
- 1.6.2 Exhibit B (Pricing Schedule)
- 1.6.3 Exhibit C (Project Schedule)
- 1.6.4 Exhibit D (County's Administration)
- 1.6.5 Exhibit E (Subrecipient's Administration)
- 1.6.6 Exhibit F1-IT (Subrecipient Acknowledgement, Confidentiality, and Copyright Assignment Agreement)
- 1.6.7 Exhibit G (Safely Surrendered Baby Law)
- 1.6.8 Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))
- 1.6.9 Exhibit J (Charitable Contributions Certification)
- 1.6.10 Exhibit K (Information Security and Privacy Requirements)
- 1.6.11 Exhibit L (California Civil Rights Laws Certification)
- 1.6.12 Exhibit M (FEMA Provisions)
- 1.6.13 Exhibit N (Criteria and Standards for Letters of Credit and Certificates)
- 1.6.14 Exhibit O (Subrecipient's Compliance with Encryption Requirements)
- 1.6.15 Exhibit P (Definitions)
- 1.6.16 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.17 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.18 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)
- 1.6.19 Exhibit T (List of Lower Tier Subawards)
- 1.6.20 Exhibit U (Service Level Agreement)
- 1.7 In addition to the terms and conditions listed herein, Subrecipient must comply with the State's terms and conditions and must obtain the most current version of the CDA contract and any amendments thereto which are available online as follows:
<https://www.aging.ca.gov/Providers and Partners/Area Agencies on Aging/Contracts Download Page/>

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

2.0 DEFINITIONS AND HEADINGS

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

2.2 Federal and County Terms

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

2.2.1.1 Subaward: Subaward By and Between County of Los Angeles Aging and Disabilities Department and RTZ, LLC for AAA CSMS Subaward Number CSMS2526 Subaward Period September 1, 2025 – August 31, 2026;

2.2.1.2 **Subrecipient:** The party to this Agreement who is identified as **RTZ, LLC**

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

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

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

2.2.2.1 Contract: Subaward By and Between County of Los Angeles Aging and Disabilities Department and [@ Supplier Name @] AAA CSMS Subaward Number XXXXX Subaward Period September 1, 2025 – June 30, 2031;

2.2.2.2 **Contractor:** The party to this Agreement who is identified as **RTZ, LLC**.

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

2.2.2.4 **Subcontractor:** A third-party

- 2.2.3 In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward, and Lower Tier Subrecipient are used, then these will have the meaning provided herein and as noted in Exhibit P (Definitions).

3.0 WORK

- 3.1 Pursuant to the provisions of this Subaward, Subrecipient must fully perform, complete, and deliver on time, all tasks, subtasks, deliverables including key deliverables, Services, and other work as set forth herein.
- 3.2 If Subrecipient provides any tasks, subtasks, deliverables including key deliverables, goods, Services, or other work, other than as specified in this Subaward, the same will be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient will have no claim whatsoever against County.
- 3.3 In the performance of this Subaward, Subrecipient must comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.
- 3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient must provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum) and Exhibit B (Pricing Schedule).
- 3.6 Intentionally Omitted.
- 3.7 Subrecipient acknowledges that this Subaward includes performance requirements standards which are provided in Exhibit A (Statement of Work and Attachments). These standards will measure Subrecipient's performance of the Program requirements. Subrecipient will adhere to the required standards and the corresponding quality level identified in Exhibit A (Statement Work and Attachments).
- 3.8 Intentionally Omitted.
- 3.9 Subrecipient agrees that the performance of Work and Services pursuant to the requirements of this Subaward will conform to accepted professional standards.
- 3.10 **OPTIONAL WORK**
- 3.10.1.1 Upon the written request of County's Project Manager or designee following Go-Live and mutual agreement, Subrecipient will provide to County Optional Work using Pool Dollars, including Software Modifications, Professional Services and/or Additional Products, in accordance with Task

11 (Optional Work) of Exhibit A (Statement of Work and Attachments) at the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Software Modifications will only include those products and services relating to the requirements not reflected on the Subaward effective date in the Specifications or System Requirements, as determined by County's Project Manager or designee.

3.10.1.2 Upon County's request and Subrecipient's agreement to provide the Optional Work, Subrecipient must provide to County within ten (10) business days of such request, or such longer period as agreed to by the parties, a proposed Scope of Work and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Subrecipient's quotation must be valid for at least ninety (90) days from submission. Subrecipient will commence the Optional Work following agreement by the parties with respect to such Scope of Work and the Maximum Fixed Price. Upon completion by Subrecipient, and approval by County in accordance with the terms of this Subaward, of such Optional Work, Schedule B.1 (Optional Work Schedule) of Exhibit B (Pricing Schedule) will be updated accordingly to add such items of Optional Work by Change Notice executed in accordance with Subparagraph 8.1 (Amendments).

3.10.1.3 Upon County's request for Optional Work and mutual agreement, Subrecipient will provide to County Optional Work using Pool Dollars in accordance with the agreed upon Maximum Fixed Priced and the Scope of Work, as specified in this Subparagraph. Subrecipient's rates for Optional Work will be subject to the applicable pricing terms set forth in Exhibit B (Pricing Schedule) for the term of this Subaward. Any Optional Work provided by Subrecipient will not cause an increase in the Subscription Fees under this Subaward with the exception of any additional software procured as part of additional products. Absent an amendment in accordance with Subparagraph 8.1 (Amendments), the Pool Dollars are the aggregate amount available during the term of this Subaward for Optional Work requested and provided following Go-Live.

3.11 APPROVAL OF WORK

3.11.1 All tasks, subtasks, deliverables, including key deliverables, and other Work provided by Subrecipient under this Subaward must have the written approval of County's Project Manager. In no event will County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

4.0 TERM OF SUBAWARD

4.1 The term of this Subaward will be one year commencing on September 1, 2025, upon execution by the parties, and will continue through August 31, 2026, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

- 4.2 Following the initial term as set forth in Subparagraph 4.1 above, County will have the sole option to extend the Subaward term for up to three (3) additional one (1) year periods for a maximum total Subaward term of four (4) years. Each such extension option will be exercised at the sole discretion of County's Director or their designee as authorized by the Board. If County elects to exercise its option to extend at the end of the initial term, or the extended term, as applicable, the remaining option(s) will automatically lapse. County will be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the initial term or the extended term, as applicable, County notifies in writing Subrecipient that it elects not to extend the Subaward pursuant to this Subparagraph 4.0.
- 4.3 Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.
- 4.4 Subrecipient must notify County when this Subaward is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Subrecipient must send written notification to County's Contract Manager at the address herein provided in Exhibit D (County's Administration).

5.0 SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

- 5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward. County and Subrecipient further agree that all expenditures represent Subrecipient's true, actual, and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc.
- 5.1.1.2 County will reimburse Subrecipient for supplying all the tasks, deliverables, goods, Services, and other work specified under this Subaward. Subrecipient will provide Services as set forth in Exhibit A (Statement of Work and Attachments), Exhibit B (Pricing Schedule). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County will remedy such discrepancy(ies) at County's sole discretion.

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

5.1.2 Funding Allocations

- 5.1.2.1 During the term of this Subaward, Subrecipient will receive funding for providing the Services outlined in this Subaward, and this funding will be allocated to Subrecipient on an annual basis for each Fiscal year period ("Subaward Sum"). The Subaward Sum for the first Fiscal Year of this Subaward ("Subaward Sum Year 1") is **\$329,280**. The Subaward Sum for each Fiscal Year following the first Fiscal Year is projected to remain at the level of **\$329,280**. The combined total of all Subaward Sums to be allocated during the term of this Subaward is estimated to be **\$329,280** ("Maximum Subaward Sum"). Subrecipient acknowledges that both the projected funding for each Fiscal Year following the first Fiscal Year and the projected Maximum Subaward Sum are estimates only.
- 5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **\$329,280 Maximum Annual Subaward Sum (Year 2)** ("Subaward Sum Year 2"); **\$329,280 Maximum Annual Subaward Sum (Year 3)** ("Subaward Sum Year 3"); **\$329,280 Maximum Annual Subaward Sum (Year 4)** ("Subaward Sum Year 4"). If County exercises all renewal options under this Subaward, the Maximum Subaward Sum is projected to be **\$1,317,120 Maximum Subaward Sum]**.
- 5.1.2.3 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Subaward upon occurrence of any changes to the Subaward Sum. Future allocations of the Subaward Sums will be contingent upon Subrecipient's level of performance/expenditure and the availability and appropriation of funds from Federal, State, and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

5.1.3 Subaward Sum Year 1 Funding Source(s)

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

5.1.3.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) original baseline funds

5.1.3.2.1 Subaward Sum: **\$329,280**

5.1.3.2.2 Period of Performance: September 1, 2025 – August 30, 2026

5.1.3.2.3 Allocation Letter: Fiscal Year 2025-26 Original Baseline Funding Allocation for AAA Client and Services Management System Services

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

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

5.2.2 If County does not approve Work in writing, no payment will be due Subrecipient for that Work. The Subaward Sum under this Subaward will cover authorized payments for any and all Work provided by Subrecipient under Subaward, including all CSMS components, Implementation Services, System Maintenance and any Optional Work.

5.3 NOTIFICATION OF 75% OF SUBAWARD SUM

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

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

5.4.1 Subrecipient will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Subrecipient after the expiration or other termination of this Subaward. Should Subrecipient receive any such payment, Subrecipient must immediately notify County's Contract Manager and must immediately repay all such funds to County. Payment by County for Services rendered

after expiration or termination of this Subaward will not constitute a waiver of County's right to recover such payment from Subrecipient.

5.5 INVOICES AND PAYMENTS

- 5.5.1 Subrecipient must invoice County only for providing the tasks, subtasks, deliverables including key deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work and Attachments), Exhibit B (Pricing Schedule) exhibit(s) and elsewhere hereunder. Subrecipient must prepare invoices, which will include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice must be based on actual expenditures and Subrecipient will not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient will not submit an invoice based on 1/12th of the Subaward Sum allocated for any Fiscal Year under this Subaward).
- 5.5.2 Subrecipient's invoices must be priced in accordance with the information provided in Exhibit B (Pricing Schedule) for: (i) Implementation Services, based on the Deliverable amounts due upon Subrecipient's completion and County's written approval of billable Deliverables; (ii) System Maintenance, by payment in arrears of the applicable Subscription Fees for Subscription Periods commencing upon Final Acceptance; and (iii) all Optional Work, on a per Change Notice basis, by payment of the actual price expended by Subrecipient for the provision of any such Optional Work, which will not exceed the Maximum Fixed Price quoted for such Optional Work following Subrecipient's completion and County's written approval of the Optional Work. Subrecipient will be paid only for the tasks, subtasks, deliverables, goods, Services, budgeted items, and other work approved in writing by County. If County does not approve the Work in writing, no payment will be due to Subrecipient for that Work.
- 5.5.3 Subrecipient's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) and Exhibit B (Pricing Schedule) for the Fiscal Year (or Program Year) identified therein, describing the tasks, subtasks, deliverables, goods, Services, Work hours, budgeted items, and facility and/or other work for which payment is claimed.
- 5.5.4 **Submission of Invoices**
 - 5.5.4.1 Subrecipient's invoice must include the charges owed to Subrecipient by County under the terms of this Subaward as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Subaward must be submitted to County in the form and manner as directed by County. Each invoice must indicate, at a minimum:
 - 5.5.4.1.1 Subaward name and number;
 - 5.5.4.1.2 The tasks, subtasks, deliverables, goods, services or other Work for which payment is

claimed, including Implementation Services Deliverable(s), System Maintenance and Optional Work;

- 5.5.4.1.3 The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in Exhibit B (Pricing Schedule) or any Change Notice, as applicable.
- 5.5.4.1.4 The date of written approval of the tasks, subtasks, deliverables, goods, services or other Work by County's Project Manager or designee;
- 5.5.4.1.5 Indication of any applicable withhold or holdback amounts for payments claimed or reversals thereof;
- 5.5.4.1.6 Indication of any applicable credits due County under the terms of this Subaward or reversals thereof;
- 5.5.4.1.7 A copy of any applicable Acceptance certificates signed by County's Contract Manager and County's Project Manager; and
- 5.5.4.1.8 Any other information required by County's Contract Manager.

5.5.5 County Approval of Invoices

- 5.5.5.1 All invoices submitted by Subrecipient for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event will County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs, Subrecipient may be removed from eligibility for future cash advances (if cash

advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.5.6 Payments to Subrecipient

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

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

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

5.5.6.4 **Past Due Invoice**

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

5.5.6.5 **Invoice Discrepancies**

5.5.6.5.1 County will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Subrecipient in writing of any discrepancies found upon such review and submit a list of disputed charges. Subrecipient will review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County does not receive a written explanation for the charges within such thirty (30) day period, Subrecipient will be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, will determine the amount due, if any, to Subrecipient and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

5.5.6.5.2 All County correspondence relating to invoice discrepancies will be sent by email, followed by hard copy, directly to County's Contract Manager at the addresses specified in Exhibit D (County's Administration) of the Subaward.

5.5.6.6 **Holdbacks**

5.5.6.6.1 County will hold back ten percent (10%) of the amount of Deliverable invoices for Implementation Services submitted by Subrecipient under this Subaward and approved by County pursuant to Subparagraph 3.11 (Approval of Work), as further specified in Exhibit B (Pricing Schedule). The cumulative amount of such holdbacks will be due and

payable to Subrecipient upon Final Acceptance, subject to adjustment for any amounts arising under this Subaward owed to County by Subrecipient, including, but not limited to, any amounts arising from Subparagraph 5.5.6.5 (Invoice Discrepancies), Subparagraph 5.5.6.6 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in Exhibit A (Statement of Work and Attachments) as provided herein.

5.5.7 Subaward-Related Documents

5.5.7.1 Subrecipient must complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents must include, but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit E (Subrecipient's Administration); Exhibit F1-IT (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit J (Charitable Contributions Certification); Exhibit L (California Civil Rights Laws Certification); Exhibit M (FEMA Provisions) (applicable only when Subaward Sums include FEMA funds); Exhibit O (Subrecipient's Compliance with Encryption Requirements); Exhibit R (Joint Funding Revenue Disclosure); and Exhibit T (List of Lower Tier Subawards).

5.5.8 Intentionally Omitted

5.6 COST OF LIVING ADJUSTMENTS (COLA's)

5.6.1 If requested by Subrecipient, the Subaward hourly rate amount for Professional Services for Optional Work may, at the sole discretion of County, be increased annually based on the most recent published percentage change in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the Subaward commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County of Los Angeles employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in

County employee salaries, no COLA will be granted. Where County decides to grant a COLA pursuant to this Subparagraph for living wage subawards, County may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing Services under this Subaward) from the base upon which a COLA is calculated, unless Subrecipient can show that its labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Subaward, it will require a written amendment to this Subaward first, that has been formally approved and executed by the parties. To request a COLA, Subrecipient must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option ear periods identified in Subparagraph 4.2. At no time will any increase in the Subaward hourly, daily, monthly or Unit Rate amount, or COLA adjustment, ever result in the Subaward Sum exceeding the Subaward Sum or Maximum Subaward Sum.

5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

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

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward must be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Subrecipient must comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and must adhere to the strict administrative and fiscal standards described therein. Subrecipient will be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available via the Internet at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75> and http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr2_00_main_02.tpl. Subrecipient must also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.7.3 Limitations on Subaward Sums

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

5.7.3.2 Subrecipient must only expend the Subaward Sum during the Fiscal Year for which it is allocated. Should County exercise its option to extend this Subaward and Subrecipient does not expend funding up to the Subaward

Sum appropriated for the Fiscal Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year.

5.7.4 Prohibitions on Subaward Sums

- 5.7.4.1 Subrecipient must comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan, or cooperative agreement. Subrecipient must also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and must provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.
- 5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward will be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.
- 5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County, or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.
- 5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.
- 5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.
- 5.7.4.6 Subrecipient and any approved Lower Tier Subrecipient(s) must comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5.8 OTHER SUBAWARDS

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

termination, or finding of withheld payments under such contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.

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

5.9 JOINT FUNDING REVENUES

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

5.10 FEDERAL AWARD INFORMATION

- 5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but not limited to, the following: Federal Award Identification Number (FAIN), Assistance Listings Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and any approved Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient must provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.
- 5.10.2 Subrecipient Name: RTZ, LLC
- 5.10.3 Subrecipient's UEI Number: PMLFF1JNELW5
- 5.10.4 Federal Award Identification Number (FAIN): 2501CAOASS-00
- 5.10.5 Federal Award Date: September 1, 2025
- 5.10.6 Subaward Period of Performance Start and End Date: September 1, 2025 – August 31, 2026

- 5.10.7 Amount of Federal Funds Obligated by this Action: \$329,280
- 5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): \$329,280
- 5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$329,280
- 5.10.10 Federal Award Project Description: Federal Title IIIB 3BSL
- 5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and Human Services, Administration for Community Living; California Department of Aging; and County. Refer to Exhibit D (County's Administration) for County contact information.
- 5.10.12 Assistance Listings Number and Title: 93.044 – Special Programs for the Aging, Title III, Part B (Grants for Supportive Services and Senior Centers)
- 5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.
- 5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 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/Subaward (that is, "Contract") with County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.13.2 Subrecipient (that is, "Contractor") must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.13.4 At any time during the duration of the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain

why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with County, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

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

6.2 COUNTY'S CONTRACT MANAGER

- 6.2.1 The role of County's Contract Manager or their designee may include:
 - 6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.
 - 6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.
 - 6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).
 - 6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

6.3 COUNTY'S PROJECT MANAGER

- 6.3.1 The role of County's Project Manager or their designee may include:
 - 6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

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

6.4 COUNTY'S COMPLIANCE MANAGER

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

6.5 COUNTY'S CONTRACT ANALYST

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

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 SUBRECIPIENT ADMINISTRATION

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

7.2 SUBRECIPIENT'S PROJECT MANAGER

- 7.2.1 Subrecipient's Project Manager is designated in Exhibit E (Subrecipient's Administration). Subrecipient must notify County's Contract Manager in writing of any change to Exhibit E (Subrecipient's Administration), as changes occur.
- 7.2.2 Subrecipient's Project Manager will be responsible for Subrecipient's day-to-day activities as related to this Subaward and will meet and coordinate with County's Contract Manager, County's Project Manager and County's Compliance Manager on a regular basis.
- 7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work and Attachments).

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

- 7.3.1 County has the absolute right to approve or disapprove all Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient must provide County's Project Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.
- 7.3.2 In fulfillment of its responsibilities under this Subaward, Subrecipient must utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Subaward. Subrecipient will supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 7.3.3 County will have the right to approve or disapprove each member, or proposed member, of Subrecipient's Project Manager and any staff providing Training or on-site Work to County under this Subaward or with access to any of County's sensitive information (hereinafter "Subrecipient Key Staff") prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Subrecipient Key Staff. County's Project Manager, in their reasonable discretion, may require replacement of any member of the Subrecipient Key Staff performing, or offering to perform, Work hereunder. Subrecipient will provide County with a resume of each such proposed initial Subrecipient Key Staff member and a proposed substitute and an opportunity to interview such person prior to their performance of any Work hereunder.
- 7.3.4 Subrecipient will, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Subrecipient Key Staff. Subrecipient will promptly fill any Subrecipient Key Staff vacancy with personnel having qualifications at least equivalent to those of the Subrecipient Key Staff member(s) being replaced.
- 7.3.5 In the event Subrecipient should ever need to remove any staff from performing Work under this Subaward, Subrecipient will provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and will work with County on a mutually agreeable transition plan to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any staff during the term of the Subaward, Subrecipient will replace such person with another to County's satisfaction.
- 7.3.6 Subrecipient will supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

- 7.4.1 Subrecipient will provide, at Subrecipient's expense, all staff providing Services under this Subaward with a photo identification badge ("badge"). The badge must be developed in accordance with County's specifications. Subrecipient must obtain approval for the format and content of the badge from County's Project Manager prior to Subrecipient creating, issuing, or implementing use of the badge.
- 7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, must prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a County representative to leave a County facility if Subrecipient's staff does not have the photo identification badge on their person and Subrecipient's staff must immediately comply with such request.
- 7.4.3 Subrecipient must notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient must retrieve and immediately destroy the staff's badge upon the staff's termination of employment with Subrecipient.
- 7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient must retrieve and immediately destroy an staff's badge at the time the staff is removed from working on this Subaward.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

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

- 7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).
- 7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).
- 7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).
- 7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).
- 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).
- 7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient must comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 No member of Subrecipient's staff providing Services under this Subaward will be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.5.5 Subrecipient and its staff, including all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Project Manager. Subrecipient must inform its staff, including all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward of said

obligation. Subrecipient must maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

- 7.5.6 Subrecipient must immediately notify County's Project Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer, or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient must not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.
- 7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 will not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.
- 7.5.8 These terms will also apply to lower tier subrecipients of County subrecipients.

7.6 CONFIDENTIALITY

- 7.6.1 Subrecipient must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph, Exhibit F1-IT (Subrecipient Acknowledgement, Confidentiality and Copyright Assignment Agreement), and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph will be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate

defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Subrecipient must sign and adhere to the provisions of Exhibit F1-IT (Subrecipient Acknowledgement, Confidentiality and Copyright Assignment Agreement).

7.6.5 **Unauthorized Disclosure**

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

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

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

7.6.5.4 Subrecipient and any approved Lower Tier Subrecipient must not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior

written authorization from County. Subrecipient must forward all requests for the release of any data or identifying information received to County's Project Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.
- 8.1.2 County's Board, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board or Chief Executive Officer. To implement such changes, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.
- 8.1.3 County's Director or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time will not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.
- 8.1.4 The following events will also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:
 - 8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and will immediately notify Subrecipient of said Amendment and the justification thereto.
 - 8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated, or the Program is modified for any reason (such that funding is reduced, or the Scope of Work is changed), County may in

its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

8.1.5 Change Notice

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

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 Subrecipient (that is, "Contractor") must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Subaward (that is, "Contract"), whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph 8.2, County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

8.3 AUTHORIZATION WARRANTY

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

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

8.3.3 Board of Directors' Resolution

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

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

submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

- 8.5.1 Subrecipient must develop and maintain operating procedures for receiving, investigating, and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient must provide County's Project Manager with Subrecipient's procedures for receiving, investigating, and responding to Client complaints.
- 8.5.2 County will review Subrecipient's procedures and provide Subrecipient with approval of said procedures or with requested changes.
- 8.5.3 If County requests changes in Subrecipient's procedures, Subrecipient must make such changes and resubmit the procedures within five (5) business days for County approval.

- 8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's procedures, Subrecipient must submit proposed changes to County's Project Manager for approval before implementation.
- 8.5.5 Subrecipient must preliminarily investigate all complaints and notify County's Project 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 Project Manager within five (5) business days of mailing to the complainant.
- 8.5.8 Subrecipient must provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient must ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.
- 8.5.9 Subrecipient must provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance will be final and irrevocable.
- 8.5.10 At a minimum, Subrecipient must incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

8.6 COMPLIANCE WITH APPLICABLE LAWS

- 8.6.1 In the performance of this Subaward, Subrecipient must comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient must also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.
- 8.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 will be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County.

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 [Title 42 United States Code Sections 2000e (1) -

2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Additionally, Subrecipient certifies to County:

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

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

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

- 8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County's Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
- 8.8.2.4 Contractor's violation of this Subparagraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with County enables such employee to influence the granting of this Subaward or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder will in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 8.9.2 Subrecipient must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 will be a material breach of this Subaward.

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

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

8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

8.12.2.1 Subrecipient (that is, "Contractor") is hereby notified that, in accordance [Chapter 2.202 of the County Code](#), if County acquires information concerning the performance of Contractor on this Subaward (that is, "Contract") or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts

for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts which Contractor may have with County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that Subrecipient (that is, "Contractor") may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for

review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

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

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

8.12.5 **Subcontractors of Contractor**

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

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. During the term of this

Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

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

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

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 County or its agent will monitor Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3

(Monitoring Reviews). Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION

- 8.18.1 This Subaward may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Subaward. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

- 8.18.2 County and Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Subaward.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Subrecipient. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Subrecipient will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Subrecipient.
- 8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Subrecipient pursuant to this Subaward.
- 8.22.4 Subrecipient must adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

- 8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient must provide and maintain at

its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum insurance coverage terms, types, and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Subrecipient's General Liability policy, must be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Subaward.
- 8.24.2.2 Renewal Certificates must be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.
- 8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Subrecipient identified as the contracting party in this Subaward. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Aging and Disabilities Department

Contracts Management Division
Attention: County's Contract Manager
510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

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

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

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

8.24.4 **Cancellation of or Changes in Insurance**

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

sole discretion of County, upon which County may suspend or terminate this Subaward.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Subrecipient's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Lower Tier Subrecipient Insurance Coverage Requirements

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

obtain County's prior review and approval of any Lower Tier Subrecipient request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability

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

General Aggregate:	\$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 Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

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

8.25.4 Intentionally Omitted

8.25.5 Professional Liability, Errors, and Omissions Coverage

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

8.25.6 Property Coverage

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

8.25.7 Intentionally Omitted

8.25.8 Technology Errors & Omissions Insurance

8.25.8.1 Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products; networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.9 Cyber Insurance Liability

8.25.9.1 Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least five million dollars (\$5,000,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security

liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient must add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of County's Director, or their designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment, or deduct pro rata from Subrecipient's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Subrecipient from County, will be forwarded to Subrecipient by County's Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2 If County's Director, or their designee determines that there are deficiencies in the performance of this Subaward that County's Director, or their designee deems are correctable by Subrecipient over a certain time span, County's Director, or their designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Director, or their designee may take any of the actions identified in Subparagraph 8.26.3.
- 8.26.3 **Remedies for Non-Performance of Subaward**
- 8.26.3.1 County may deduct from Subrecipient's payment, pro rata, those applicable portions of the monthly Subaward Sum at County's sole discretion.
- 8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or

extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction will be one hundred dollars (\$100). Subrecipient will be liable to County for liquidated damages in said amount and this amount will be deducted from County's payment to Subrecipient.

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

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

8.26.5 This Subparagraph must not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Subparagraph 8.26.3, and must not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein.

8.26.6 **Credits to County**

8.26.6.1 Subrecipient agrees that delayed performance by Subrecipient will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Subrecipient further agrees that, in conformity with California Civil Code Section 1671, Subrecipient will be liable to County for liquidated damages in the form of credits, as specified in this Subparagraph below, as a fair and reasonable estimate of such damages. Any amount of such damages is not and will not be construed as penalties and, when assessed, will be deducted from County's payment that is due.

8.26.6.2 For each and every occasion upon which a Key Deliverable has not been completed by Subrecipient within thirty (30) days after the date scheduled for completion thereof as set forth in such Exhibit C (Project Schedule), other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by County's Project Manager or designee in their discretion, County will be entitled to receive credit against any or all amounts due to

Subrecipient under this Subaward or otherwise in the total amount of Five Hundred Dollars (\$500) for each day after the due date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits will apply separately, and cumulatively, to each Key Deliverable in Exhibit C (Project Schedule). A determination whether County will assess credits due to it pursuant to this Subparagraph will be made by County's Project Manager in their reasonable discretion.

8.26.6.3 A Deliverable will be deemed completed for purposes of this Subparagraph and Subparagraph 8.26.7 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Subparagraph 3.10 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Subrecipient's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. For purposes of this Subparagraph and Subparagraph 8.26.7, the determination of whether a Deliverable has been completed and approved, and of the date upon which such Deliverable was completed, will be made by County's Project Manager as soon as practicable after County is informed by Subrecipient that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

8.26.7 In addition to the foregoing provisions of Subparagraph 8.26.6 (Credits to County), if any Key Deliverable is not completed within thirty (30) days after the applicable due date, and thereafter approved in writing by County pursuant to Subparagraph 3.10 (Approval of Work), other than as a result of delays caused by acts or omissions of County as determined by County's Director in their reasonable judgment, and unless County's Contract Manager and Subrecipient's Project Manager have otherwise agreed in writing prior to such date scheduled for completion, then County may, upon notice to Subrecipient, terminate this Subaward for default in accordance with Subparagraph 8.43 (Termination for Default) or for convenience in accordance with Subparagraph 8.42 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Subparagraph 8.43 (Termination for Default).

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 Subrecipient (that is, "Contractor") certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to County each of the following:
- 8.28.2.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment
 - 8.28.2.2 Contractor periodically conducts a self-analysis or utilization analysis of its work force
 - 8.28.2.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.28.2.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables
- 8.28.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to; employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with any approved Lower Tier Subrecipients (that is, "Subcontractors"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward (that is, "Contract") or under any project, program or activity supported by this Contract.

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

8.29 NON-EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Subrecipient must notify its employees, and will require each Lower Tier Subrecipient to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the

[California Government Code Section 7921 et seq. \(Public Records Act\)](#), and which are marked "trade secret", "confidential" or "proprietary". County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

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

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

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

- 8.37.3 Subrecipient will not use or display the official seal of County of Los Angeles or the logo of Aging and Disabilities Department on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Board.

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

- 8.38.1.1 Subrecipient must maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient must also maintain all

materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient must further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient must ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

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

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

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

8.38.2 Access to Records

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector

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

- 8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient must preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient must ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or transferred to another subrecipient as instructed by County in writing.
- 8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient must maintain all records relative to such action and must make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.
- 8.38.2.4 County reserves the right to take physical custody of Subrecipient's records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 **Monitoring Reviews**

- 8.38.3.1 Subrecipient must provide the Services herein under the general supervision of County's Director and their authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County will supervise, monitor, and specify the kind, quality, appropriateness, timeliness, and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient must extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient must provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) will not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 will also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.
- 8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which will be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.
- 8.38.3.3 Subrecipient must be responsible for monitoring the activities of any approved Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient must conduct on-site fiscal and program monitoring reviews which must be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient must ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 Independent Audit Requirements

- 8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend one million dollars (\$1,000,000) or more in a year in Federal awards, including pass-through awards, must obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient must ensure that such audit will be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient must submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter must be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient must obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient must submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.
- 8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient must make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient must comply with the review and audit requirements which must be identified in writing by County and/or its duly authorized representatives.
- 8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by

Subrecipient or otherwise, then Subrecipient must file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference will be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference will be paid to Subrecipient by County by cash payment, provided that in no event will County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

8.38.5 Failure to Comply With Requirements

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

8.39 RECYCLED BOND PAPER

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

8.40 LOWER TIER SUBAWARD

- 8.40.1 Subrecipient will not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County will be deemed a material breach of this Subaward. Subrecipient must provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and must allow County up to sixty (60) days to complete its review process. As such, Subrecipient must ensure that it provides the Lower Tier Subaward

to County well in advance of its intended date to execute the Lower Tier Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient must factor up to sixty (60) days into its timeline to account for County's review process).

- 8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient must complete Exhibit T (List of Lower Tier Subawards) and at County's request must promptly provide the following information either on or along with Exhibit T (List of Lower Tier Subawards):
 - 8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.
 - 8.40.2.2 A draft copy of the proposed Lower Tier Subaward.
 - 8.40.2.3 Other pertinent information and/or certifications requested by County.
- 8.40.3 Subrecipient must indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.
- 8.40.4 Subrecipient will remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.
- 8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party will not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying any approved Lower Tier Subrecipients of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient must forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Subrecipient will be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).

- 8.40.8 Subrecipient must obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance must also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient must ensure delivery of all such documents to County's Contract Manager or designee.
- 8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County will outline the reason(s) for the amendment and Subrecipient must comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient must provide a draft copy of the proposed amendment to County's Contract Manager, and must allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient must forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Subrecipient must adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.
- 8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions, and requirements of this Subaward must be made applicable to such Lower Tier Subaward. To this end, Subrecipient must include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number CSMS2526) with County of Los Angeles Aging and Disabilities Department and will be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward must inure to the benefit of County of Los Angeles.
- 8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward will not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.

- 8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient must maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.
- 8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Subaward may be disallowed, resulting in Subrecipient's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.
- 8.40.15 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) for Lower Tier Subrecipient(s) as a condition of executing this Subaward.

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

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

8.42 TERMINATION FOR CONVENIENCE

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

- 8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Subrecipient must immediately:
- 8.42.2.1 Stop Work under this Subaward on the date and to the extent specified in such notice;
 - 8.42.2.2 Complete performance of such part of the Work as would not have been terminated by such notice;
 - 8.42.2.3 Transfer title and deliver to County all completed Work and Work in progress.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Subrecipient under this Subaward must be maintained by Subrecipient in accordance with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

8.43 TERMINATION FOR DEFAULT

- 8.43.1 County may, by written notice to Subrecipient, terminate the whole or any part of this Subaward, if, in the judgment of County:
- 8.43.1.1 Subrecipient has materially breached this Subaward; or
 - 8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Subaward, including the finalized Exhibit C (Project Schedule); or
 - 8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient will continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.
- 8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to acts of

nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

- 8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

8.45 TERMINATION FOR INSOLVENCY

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

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

- 8.50.1 Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Subaward upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business.
- 8.50.2 For breach of this warranty, County will have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

- 8.52.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), will constitute default under this Subaward. Without limiting the rights and remedies available to

County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 TIME OFF FOR VOTING

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

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

- 8.54.1 Subrecipient (that is, "Contractor") acknowledges that County has established a Zero Tolerance Human Trafficking Policy which prohibits Contractor and member of Contractor's staff from engaging in human trafficking.
- 8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Subaward (that is, "Contract"). County will not be under any obligation to disclose confidential information regarding the offense(s) other than those required by law.
- 8.54.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.54 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.55 INTENTIONALLY OMITTED

8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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

8.57 COMPLIANCE WITH COUNTY POLICY OF EQUITY

- 8.57.1 Subrecipient acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously,

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

8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

8.59 INJURY AND ILLNESS PREVENTION PROGRAM

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

8.60 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN SUBAWARD PROCEEDING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 Fraud Prevention Reporting

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

9.1.2 **Child Abuse Reporting**

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

9.1.3 **Elder and Dependent Adult Abuse Reporting**

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

9.1.4 **Withholding of Payment**

- 9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Subaward Sum allocated for any Fiscal Year under this Subaward or the entire amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse will include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Subaward expenditures;

inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

9.1.4.2 Notwithstanding any other provision of this Subaward, and in addition to any rights of County given by law or provided in this Subaward, County may upon written notice to Subrecipient withhold payment for any deliverable while Subrecipient, with no fault of County, is in default hereunder or default related to Work.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

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

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

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

9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient

creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES

- 9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Subrecipient must adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).
- 9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

9.6 LIMITATION ON CORPORATE ACTS

- 9.6.1 Subrecipient must not amend its articles of incorporation or bylaws, move to dissolve, or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient must notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.
- 9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this Subaward, County may, at its sole discretion, take any (or all) of the following actions:
 - 9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.
 - 9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.
 - 9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

9.7 INTENTIONALLY OMITTED

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

9.9 INTENTIONALLY OMITTED

9.10 NEPOTISM

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

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.11.1 County will be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.
- 9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient must maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County will have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this

Subaward, any and all such working papers and all information contained therein.

- 9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Subrecipient outside the scope of this Subaward, which Subrecipient desires to use hereunder, and which Subrecipient considers to be proprietary or confidential, must be specifically identified by Subrecipient to County's Contract Manager as proprietary or confidential, and must be plainly and prominently marked by Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.11.4 County will use reasonable means to ensure that Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.
- 9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.
- 9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County will have all ownership rights of software or modification thereof and associated documentation designed, developed, or installed using Federal financial participation. The Federal government will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications, and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, will not be subject to the ownership provisions of this Subparagraph 9.11.
- 9.11.7 All the rights and obligations of this Subparagraph 9.11 will survive the expiration or termination of this Subaward.
- 9.11.8 This Paragraph does not apply to Subrecipients' existing System and Subscription Services licensed to County for its use.

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

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

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

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

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

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

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

9.12.4 Subrecipient represents and warrants: (i) that Subrecipient has the full power and authority to grant the License, ownership and all other rights granted by this Subaward to County; (ii) that no consent of any other person or entity is required by Subrecipient to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the CSMS without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Subaward; (iv) that this Subaward and the CSMS licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Subrecipient's creditors; (v) that during the term of this Subaward, Subrecipient will not subordinate this Subaward or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the CSMS (or any part thereof) in accordance with this Subaward; and (vi) that neither the performance of this Subaward by Subrecipient, nor the License to or ownership by, and use by, County and its Users of the CSMS in accordance with this Subaward will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

9.13 PROBATION AND SUSPENSION

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

9.13.2 Probation

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

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

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

9.13.3 Suspension

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

representative(s). County will monitor Subrecipient's adherence to such remedy(ies) during the suspension.

- 9.13.3.2 When County suspends Subrecipient, County will provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice will include a description of the Service(s) being suspended.
- 9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient is placed on multiple suspensions (as determined by County at County's sole discretion).
- 9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Subrecipient must:
 - 9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.
 - 9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.
- 9.13.3.5 Subrecipient will be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.
- 9.13.3.6 Suspension will continue for the period specified in the written notice of suspension provided to Subrecipient unless County provides written notice to resume Services at an earlier date.
- 9.13.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, will remain valid during any period of suspension.

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

9.14 TRANSITION OF SUBAWARD SERVICES

9.14.1 Completion of Subaward

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

9.14.2 Transition Plan

- 9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient must provide a Transition Plan to County. Subrecipient must submit said Transition Plan to County's

Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient must submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).

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

9.14.3 Elements of the Transition Plan

- 9.14.3.1 Description of how Clients will be notified about the change in their Service provider.
- 9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.
- 9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.
- 9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State, or local laws and regulations.
- 9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.
- 9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.
- 9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.

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

9.14.4 Implementation of the Transition Plan

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

9.15 TRAVEL EXPENSES

- 9.15.1 Subrecipient must obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).
- 9.15.2 Subrecipient must maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 9.15.3 Subrecipient must ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.
- 9.15.4 Subrecipient will not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.
- 9.15.5 Subrecipient's non-compliance with the requirements of this Subparagraph 9.15 will result in these costs being disallowed, payments being withheld, or other remedy being applied as County will determine to be appropriate.

9.16 DRUG-FREE WORKPLACE

- 9.16.1 Subrecipient and any approved Lower Tier Subrecipient(s) must adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must provide and maintain a drug-free workplace for all of their employees, and must have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, any approved Lower Tier Subrecipient or

both will subject Subrecipient to remedies available under the terms of this Subaward. Such remedies will include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which will be determined by County at County's sole discretion.

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

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

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

available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.

9.17.3 **Intentionally Omitted**

9.17.4 **County Information Assets**

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

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

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

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

9.17.4.1.4 Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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

9.17.5 **Data Destruction**

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

9.17.5.2 Subrecipient must destroy such County Information Assets by:

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

9.17.5.2.2 Clearing, purging or destroying electronic media containing PSCI consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: [Guidelines for Media Sanitization \(nist.gov\)](https://www.nist.gov/sp800-88) and United States Department of Defense 5220.22-M ([DoDI 5220.22, "National Industrial Security Program \(NISP\)," March 18, 2011; Incorporating Change 2 on September 24, 2020 \(navy.mil\)](https://www.dodig.mil/Reports-and-Testimony/Testimony/2011/March/2011-03-18-DoD-IG-Testimony-on-DoD-5220-22-M-DoDI-5220-22-M-National-Industrial-Security-Program-NISP-March-18-2011-Incorporating-Change-2-on-September-24-2020-navy.mil)) data sanitization and clearing directive such that the PSCI cannot be retrieved.

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

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

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

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

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

- 9.17.6.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.
- 9.17.6.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).
- 9.17.6.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
- 9.17.6.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
- 9.17.6.1.5 At a minimum, Subrecipient must use Advanced Encryption Standard ("AES") with cipher strength of 256-bit
- 9.17.6.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient must obtain written approval from County's Contract Manager.
- 9.17.6.2 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
 - 9.17.6.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
 - 9.17.6.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.6.3 Subrecipient and any approved Lower Tier Subrecipient must have operational policies, procedures and practices which protect County Information Assets (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 Policy Number 5.200 (Contractor Protection of Electronic County Information).
- 9.17.6.4 Subrecipient and any approved Lower Tier Subrecipient must encrypt PSCI which are stored on all electronic media

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

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

9.17.7 Software Maintenance and Operational Management

- 9.17.7.1 Subrecipient must deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.
- 9.17.7.2 Subrecipient and any approved Lower Tier Subrecipient must ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on which County Information Assets are stored, accessed and/or transmitted.
- 9.17.7.3 Subrecipient must deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.
- 9.17.7.4 Subrecipient must ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.17.8 **Security Incident Reporting**

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

9.17.8.2 **Notification of Security Breach to County**

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

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

9.17.8.3 **Notification of Security Breach to Clients**

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

9.17.9 **Electronic Backups**

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

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

9.18 REMEDIES FOR NON-COMPLIANCE

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

9.19 PAYMENT AND PERFORMANCE GUARANTIES

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

9.19.2 Payment Guaranty

- 9.19.2.1 The Payment Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to faithfully pay any approved Lower Tier Subrecipients in a manner that is timely, satisfactory, and acceptable to County, as determined by County at its sole discretion. The purpose of the Payment Guaranty is to provide all Lower Tier

Subrecipients who supply labor, materials, services, etc. to Subrecipient a recourse if they do not get paid by Subrecipient. In such case, the Payment Guaranty allows Lower Tier Subrecipient to file a claim with the surety company that issued the Guaranty in the event that Subrecipient does not reimburse the Lower Tier Subrecipient for goods and/or services provided by Lower Tier Subrecipient.

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

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

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

9.19.3 **Performance Guaranty**

9.19.3.1 The Performance Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty will provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages, late penalty payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.

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

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

9.19.3.2.2 Letter of Credit: Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for information.

9.19.3.2.3 Certified Check or Certificate of Deposit: This form of Guaranty must list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for additional information on the certificate of deposit.

9.19.3.2.4 Cash

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

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

9.19.5 Intentionally Omitted.

9.20 SUBAWARD DOCUMENT DELIVERABLES

9.20.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient must obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually thereafter (or as otherwise established by County), Subrecipient must submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and

manner that is prescribed by County. Subrecipient must provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and will include:

- 9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)
 - 9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)
 - 9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)
 - 9.20.1.4 Other Documents: During the term of this Subaward, County or its designee(s) may request from time-to-time additional documents from Subrecipient, and Subrecipient must adhere to County's request for such documents.
- 9.20.2 Subrecipient must submit copies of all new or renewed licenses, permits, and certificates to County's Contract Manager within five (5) business days of the license, permit or certification award or renewal. Subrecipient must immediately notify County of any lapses or expirations of these items. Subrecipient's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.20.3 **Subaward Compliance Documents**

9.20.3.1 **Business License**

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

9.20.3.2 **Certificate of Insurance**

9.20.3.2.1 The certificate must evidence Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General

Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Subrecipient must also provide copies of the certificate of insurance as it relates to any approved Lower Tier Subrecipient(s).

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

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

9.20.4.2 **Board of Directors' Resolution**

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

9.20.4.3 **Board of Directors Roster**

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

9.20.4.4 **Bylaws**

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

9.20.4.5 **Complaint Policies and Procedures**

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

9.20.4.6 **Organization Chart**

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

9.20.4.7 **Lower Tier Subaward**

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

9.20.4.8 **Tax Exempt Status Letter**

9.20.4.8.1 Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a non-profit entity, such evidence must reflect Subrecipient's tax exempt status. In the event Subrecipient's tax exempt status changes, Subrecipient must provide

County a copy of its new status within five (5) days of any change in its tax-exempt status.

9.20.5 Reporting Documents

9.20.5.1 Intentionally Omitted

9.20.5.2 Intentionally Omitted

9.20.5.3 Other Reporting Documents

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

9.20.5.3.2 In addition to any reports required elsewhere pursuant to this Subaward including Exhibit A (Statement of Work and Attachments), in order to control expenditures and to ensure the reporting of all Work provided by Subrecipient, Subrecipient will provide to County's Project Manager as frequently as requested by County's Project Manager, but in no event more frequently than weekly, written reports which will include, at a minimum, the following information:

9.20.5.3.2.1 Period covered by the report;

9.20.5.3.2.2 Overview of the reporting period;

9.20.5.3.2.3 Tasks, subtasks, deliverables, goods, services and other Work scheduled for the reporting period which were completed;

9.20.5.3.2.4 Tasks, subtasks, deliverables, goods, services and other Work scheduled the reporting period which were not completed;

9.20.5.3.2.5 Tasks, subtasks, deliverables, goods, services and other Work not scheduled for but completed in the reporting period;

9.20.5.3.2.6 Tasks, subtasks, deliverables, goods, services and other Work

scheduled to be completed in the next reporting period;

9.20.5.3.2.7 Issues resolved and to be resolved;

9.20.5.3.2.8 Summary of project status as of reporting date; and

9.20.5.3.2.9 Any other information which County may from time-to-time require.

9.21 FISCAL REPORTING REQUIREMENTS

9.21.1 **Intentionally Omitted**

9.21.2 **Intentionally Omitted**

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

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

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

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

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

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

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

9.21.3.4 Subrecipient must expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of Program Income is restricted to the funding source or Service that was provided and contributed towards.

9.21.3.5 Program Income must be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned.

9.21.3.6 Intentionally Omitted.

9.21.3.7 Intentionally Omitted.

9.22 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient will be responsible for obtaining and maintaining a Universal Identifier. The Universal Identifier is a Unique Entity ID (UEI) comprised of a unique twelve-character alpha numeric identification number assigned by SAM and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, UEI number. Subrecipient may register for a UEI number at <https://sam.gov/content/entity-registration>. Subrecipient must comply with the requirements outlined in this Subparagraph 9.22.

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

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

9.23 UNUSUAL OCCURRENCES AND CRIME

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

9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient must also prepare and retain an incident report on file, and must include a copy of the filed police report.

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

9.24 FEMA PROVISIONS

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

9.25 COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

- 9.25.1 At the direction of the Board, County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT Subrecipient (that is, "Contractor") currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Subrecipient must report such programs available to: WITProgram@isd.lacounty.gov.

9.26 ADDITIONAL IT TERMS AND CONDITIONS

9.26.1 Scope of Work

- 9.26.1.1 In exchange for County's payment to Subrecipient of the applicable fees arising under the Subaward and invoiced by Subrecipient, Subrecipient must (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Subaward, including Exhibit A (Statement of Work and Attachments) and Exhibit U (Service Level Agreement), including but not limited to components of the CSMS, Implementation Services, Subscription Services, and any Optional Work; and (b) grant to County the License to use the CSMS, as specified in Subparagraph 9.26.9.2 (Subscription). Subrecipient must perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work and Attachments) with all Attachments thereto and Exhibit U (Service Level Agreement) with all Schedules thereto at the applicable rates and prices specified in Exhibit B (Pricing Schedule) with all Schedules thereto.

9.26.2 **CSMS Components**

- 9.26.2.1 Subrecipient will provide the Subscription to all CSMS Software, including but not limited to Application Software, Third Party Software and all Software Updates, all Server Environment components, including Server Software and Server Hardware, and any Third Party Products that may be acquired by County, in order to meet the System Requirements as such may be revised during the term of the Subaward, all in accordance with the provisions of Subparagraph 9.26.9 (System Ownership and License) and the Subaward.

9.26.3 **Implementation Services**

- 9.26.3.1 Subrecipient must provide Implementation Services, including but not limited to CSMS setup, installation, testing, training, Baseline Interfaces and other services through Final Acceptance of the CSMS, as required for the successful implementation of the CSMS, as specified in Exhibit A (Statement of Work and Attachments) and elsewhere in the Subaward.

9.26.4 **System Maintenance**

- 9.26.4.1 Subrecipient must provide to County Subscription Services relating to the hosting, maintenance and support of the CSMS, including but not limited to CSMS Data extraction, System Maintenance and Support Services, as provided in, and in accordance with, this Subaward, including Exhibit U (Service Level Agreement) and Task 10 (System Maintenance) of Exhibit A (Statement of Work and Attachments). Subscription Services obligations will commence upon Go-Live and will continue through the term of this Subaward.
- 9.26.4.2 Subrecipient must, during the term of this Subaward, provide to County System Maintenance services, including Maintenance Services and Support Services, in exchange for County's payment of the applicable Subscription Fees in accordance with and as set forth in Exhibit B (Pricing Schedule), with all Schedules thereto. Subscription Fees will be paid by County to Subrecipient for Subscription Periods commencing upon Final Acceptance and must not exceed the amounts specified in such Exhibit B (Pricing Schedule). Subscription Fees, including all components thereof, will not increase during the initial term of the Subaward and will increase by no more than COLA not to exceed 3% from each prior year during the extended term of the Subaward.

9.26.5 **Standard of Services**

- 9.26.5.1 Subrecipient's services and other Work required by this Subaward will during the term of the Subaward conform to reasonable commercial standards as they exist in Subrecipient's profession or field of practice. If Subrecipient's services or other work provided under this Subaward fail to conform to such standards, upon notice from County specifying the failure of performance, Subrecipient must, at Subrecipient's sole expense, provide the applicable remedy as specified in this Subaward, including Exhibit A (Statement of Work and Attachments) and Exhibit U (Service Level Agreement). Subrecipient must, at its own expense, correct any data in which (and to the extent that) errors have been caused by Subrecipient or malfunctions of the CSMS or by any other tools introduced by Subrecipient into the System for the purpose of performing services or other Work under this Subaward or otherwise.

9.26.6 **Project Schedule**

- 9.26.6.1 As a result of completion of Deliverable 1.1 (Project Plan) of Exhibit A (Statement of Work and Attachments), a Project Schedule will be derived for the Work relating to Implementation Services as described in Exhibit A (Statement Work and Attachments), which will update Exhibit C (Project Schedule). Changes to the Project Schedule will be made upon mutual agreement, in writing, by County's Project Manager and Subrecipient's Project Manager by Change Notice or otherwise, provided that County's Project Manager's and Subrecipient's Project Manager's agreement to alter the Project Schedule will not prejudice either party's right to claim that such alterations constitute an Amendment to this Subaward that will be governed by the terms in Subparagraph 8.1 (Amendments).

9.26.6.2 **Project Plan**

- 9.26.6.2.1 Subrecipient will implement the CSMS in accordance with the Project Schedule, set forth in Exhibit C (Project Schedule), based upon the Project Plan developed and delivered pursuant to Subtask 1.1 (Develop Project Plan) of Exhibit A (Statement of Work and Attachments). The Project Schedule will, at a minimum, include the following items:

9.26.6.2.1.1 Deliverable Number;

9.26.6.2.1.2 Description;

- 9.26.6.2.1.3 Due Date;
- 9.26.6.2.1.4 Milestone/Key Deliverables Number;
- 9.26.6.2.1.5 Associated or Dependent Deliverable; and
- 9.26.6.2.1.6 Any other items reasonably required by County under this Subaward.

9.26.6.3 **Key Deliverables and Milestones**

- 9.26.6.3.1 Exhibit C (Project Schedule) must specify certain deliverables as Key Deliverables and/or Milestones, as determined by County. A Key Deliverable or a Milestone will be deemed completed for purposes of this Subparagraph 9.26.6.3 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such Key Deliverable or Milestone are completed and delivered to County, provided that all of such Work required for completion of such Key Deliverable or Milestone are thereafter approved in writing by County pursuant to Subparagraph 3.10 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Subrecipient's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. The determination of whether a Key Deliverable or Milestone has been so completed and so approved, and of the date upon which such Key Deliverable or Milestone was completed, will be made by County's Project Manager as soon as practicable in accordance with Subparagraph 3.10 (Approval of Work) after County is informed by Subrecipient that such Key Deliverable or Milestone has been completed and is given all the necessary information, data and documentation to verify such completion.

9.26.7 **CSMS Implementation Cost**

- 9.26.7.1 Subrecipient must provide the License for all CSMS Software, including Application Software and Server Software, and

Implementation Services, including Baseline Interfaces and Baseline Customizations, in accordance with Exhibit A (Statement of Work and Attachments), with all attachments thereto, and the Subaward in exchange for County's payment of the applicable Implementation Cost. The Implementation Cost must include all applicable fees associated with the implementation of the CSMS together with all required System Training, including all tasks, subtasks, deliverables, goods, services and other Work set forth in Exhibit A (Statement of Work and Attachments), as specified in Exhibit B (Pricing Schedule). The Implementation Cost will not exceed the amount specified in Exhibit B (Pricing Schedule).

9.26.8 Delivery of CSMS Software

9.26.8.1 It is in the intent of the parties that if any CSMS Software or Documentation provided by Subrecipient under this Subaward, including any product of System Maintenance services or Optional Work, is delivered to County, such delivery will be made either (i) in electronic format (e.g., via electronic mail or internet download) or (ii) personally by Subrecipient staff who will load such CSMS Software and Documentation onto Subrecipient's cloud.

9.26.9 System Ownership and License

9.26.9.1 System Ownership

9.26.9.1.1 Work Product

9.26.9.1.1.1 Subrecipient, or the rightful owner, will remain the sole owner of Subrecipient's application software, including the baseline application and application modifications, and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County materials previously owned by County or designed or developed by Subrecipient for County.

9.26.9.2 Subscription

9.26.9.2.1 Subscription Grant

9.26.9.2.1.1 Subject to Subparagraph 9.26.9.1 (Work Product), Subrecipient hereby grants to

County a Subscription to use the CSMS Software and Work Product, including any related Documentation (hereinafter “License”), by all Users in accordance with the scope set forth in Subparagraph 9.26.9.2.3 (Scope of License) and subject to the restrictions set forth in Subparagraph 9.26.9.2.4 (License Restrictions) during the term specified in Subparagraph 9.26.9.2.2 (**Error! Reference source not found.**License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any third-party software, the term and scope of which will be subject to the terms of County’s subaward with the provider of such third-party software.

9.26.9.2.2 **License Term**

9.26.9.2.2.1 The License granted under this Subaward will commence upon the effective date and will continue to the end of the term of this Subaward, unless otherwise specified herein.

9.26.9.2.3 **Scope of License**

9.26.9.2.3.1 The license granted by Subrecipient under this Subaward provides County with the following rights:

9.26.9.2.3.2 To use, integrate with other software, operate and execute the CSMS Software in the SaaS Environment on an limited number of seats subscribe by the County per the selection pricing option in Exhibit B (Pricing Schedule) in the conduct of the business of County as provided in the Subaward;

9.26.9.2.3.3 To use, modify, copy and display the Documentation, including but not limited to CSMS and User manuals, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Subaward and the License;

9.26.9.2.3.4 To permit third party access to the CSMS Software, the Documentation, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Subaward and the License, including for the provision of Professional Services and other business use or support of the CSMS Software as contemplated by this Subaward; provided, however, without limiting County's rights under this Subparagraph 9.26.9.2.4.1(2) County covenants and agrees that it will not exercise any of the rights contained in this Subparagraph 9.26.9.2.4.1(2) unless and until the occurrence of any one of the Release Conditions; and

9.26.9.2.4 **License Restrictions**

9.26.9.2.4.1 County acknowledges and agrees (i) that the SaaS Application provided by Subrecipient to County under the Subaward, including related Documentation, is the confidential and copyrighted property of Subrecipient, or its licensors, and all rights therein not expressly granted to County are reserved to Subrecipient, or its licensors, as applicable; and (ii) that Subrecipient, or its licensors, retain all Proprietary Rights in and to the foregoing. Subsequently, County's License

to the Application Software provided by Subrecipient hereunder is limited by the restrictions set forth in this Subparagraph 9.26.9.2.4. Accordingly, County will not:

- (1) Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Subparagraph 8.2 (Assignment and Delegation/ Mergers or Acquisitions)) the Application Software provided by Subrecipient;
- (2) Use the SaaS Application provided by Subrecipient on a timesharing, service bureau, subscription service or rental basis for any third party; or
- (3) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the Application Software provided by Subrecipient.

9.26.9.2.5 Third Party Application

- 9.26.9.2.5.1 Subrecipient will not use third party application in the CSMS without the prior written approval of County in accordance with Subparagraph 3.10 (Approval of Work) and the prior written approval of County Counsel, to be granted or withheld in each of their sole discretion. County's Contract Manager and County Counsel will also have the right to so approve all of the terms under which Subrecipient will license any proposed third party Application from the third party licensor, including, without limitation, scope of license, risk

allocation provisions, warranties, and financial terms.

9.26.10 **CSMS Acceptance**

9.26.10.1 **System Tests**

9.26.10.1.1 County and/or Subrecipient, as applicable, will conduct all System Tests specified in this Subparagraph 9.26.10.1 and in Exhibit A (Statement of Work and Attachments). Such System Tests will include, without limitation, the following:

9.26.10.1.1.1 *User Acceptance Test:* As set forth in Subtask 2.3 (Develop UAT Plan and Conduct UAT) of Exhibit A (Statement of Work and Attachments), to confirm that the CSMS meets all System Requirements.

9.26.10.1.1.2 *Data Migration Test:* As set forth in Subtask 4.2 (Develop and Test Data Migration Methods) of Exhibit A (Statement of Work and Attachments), to confirm that the Existing Data has been converted properly to meet all applicable System Requirements.

9.26.10.1.1.3 *Volume Test:* As set forth in Subtask 7.2 (Develop and Execute Volume Test) of Exhibit A (Statement of Work and Attachments), to estimate, size and volume test the CSMS configuration.

9.26.10.1.1.4 *Final User Acceptance Test:* As set forth in Subtask 9.3 (Conduct Final User Acceptance Test) of Exhibit A (Statement of Work and Attachments), to confirm that the CSMS is ready for full Production Use by County.

9.26.10.2 **Production Use**

9.26.10.2.1 The System will achieve Go-Live and will be ready for Production Use when County's Project Manager, or their designee, approves in writing Deliverable 9.3 (Go-Live) of Exhibit A (Statement of Work and Attachments).

9.26.10.3 **Final Acceptance**

9.26.10.3.1 The System will achieve Final Acceptance when County's Project Manager, or their designee, approves in writing Deliverable 9.4 (Final Acceptance) of Exhibit A (Statement of Work and Attachments). In the event the System fails to successfully achieve Final Acceptance, Subrecipient will provide County with a diagnosis of the Deficiencies and proposed CSMS. County and Subrecipient will agree upon all such proposed CSMS prior to their implementation.

9.26.10.4 **Failed Testing**

9.26.10.4.1 If County's Project Manager makes a good faith determination at any time that the System as a whole, or any component thereof, has not successfully completed a System Test or has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 9.26.10.4 as "Designated Test"), County's Project Manager will promptly notify Subrecipient in writing of such failure, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Subrecipient must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting. Subrecipient will notify County's Project Manager in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test will begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Manager makes a good faith determination that the System component or the System again fails

to pass the applicable Designated Test, County's Project Manager will promptly notify Subrecipient in writing, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Subrecipient must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting.

9.26.10.4.2 Such procedure will continue, subject to County's rights under Subparagraphs 8.26.6 and 8.26.7 of this Subaward in the event Subrecipient fails to timely complete any Key Deliverable until such time as County notifies Subrecipient in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County will have the right to make a determination, which will be binding and conclusive on Subrecipient, that a non-curable default has occurred and to terminate this Subaward in accordance with Subparagraph 8.43 (Termination for Default**Error! Reference source not found.**) on the basis of such non-curable default. In the event Subrecipient, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, County and Subrecipient will work together to agree on a mutually acceptable resolution, provided that if County and Subrecipient cannot agree on a resolution, County may terminate this Subaward for default pursuant to Subparagraph 8.43 (Termination for Default).

9.26.10.4.3 Such a termination for default by County will be, subject to the Dispute Resolution Procedure, either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the System; or (ii) if County believes the failure to

pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the System as a whole, the entire Subaward. In the event of a termination under this Subparagraph 9.26.10.4.3, County will have the right to receive from Subrecipient (i) reimbursement of all payments made to Subrecipient by County under this Subaward for the System component(s) and related Deliverables as to which the termination applies or (ii) if the entire Subaward is terminated, all amounts paid by County to Subrecipient under this Subaward. If the termination applies only to one or more System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Subrecipient. The foregoing is without prejudice to any other rights that may accrue to County or Subrecipient under the terms of this Subaward or by law.

9.26.10.5 System Use

9.26.10.5.1 Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work and Attachments) and the Subaward, following the CSMS implementation by Subrecipient and prior to Final Acceptance by County, County will have the right to use, in a Production Use mode, any completed portion of the CSMS, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use will not restrict Subrecipient's performance under this Subaward and will not be deemed Acceptance or Final Acceptance of the System.

9.26.11 Warranties and Correction of Deficiencies

9.26.11.1 System Warranties

9.26.11.1.1 Subrecipient hereby warrants to County that the System will be free from any and all Major Deficiencies commencing from Go-Live and continuing through Final Acceptance (hereinafter "Warranty Period"). All Deficiencies reported or discovered will be

corrected in accordance with Exhibit U (Service Level Agreement) and will be at no cost to County during the Warranty Period. Subrecipient must meet all of the warranties set forth in Exhibit U (Service Level Agreement), including but not limited to general warranties, System warranties and System Performance warranties.

9.26.11.2 Problem Resolution

9.26.11.2.1 Provided that County is covered by System Maintenance as provided in this Subaward, any non-conformances, breaches of warranties specified herein and other Deficiencies reported and discovered during the term of the Subaward will be corrected in accordance with Exhibit U (Service Level Agreement).

9.26.11.3 Continuous Product Support

9.26.11.3.1 In the event that Subrecipient replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the term of the Subaward in order to fulfill its obligations under the Subaward and to meet the System Requirements, then the License will be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the CSMS Software it replaced. If required by County, Subrecipient will provide the necessary training to County personnel to utilize the Replacement Product at no cost to County.

9.26.11.3.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Subrecipient, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Subaward), will be deemed to have ratified this Subaward. All terms and conditions of this Subaward will continue in full force and effect for the Replacement Product.

9.26.11.3.3 The following terms and conditions will apply if County elects to transfer the License to a Replacement Product:

9.26.11.3.3.1 Subrecipient, or its assignee or successor, will, at no cost to County, implement the Replacement Product in the SaaS Environment, convert and migrate all of the CSMS Data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;

9.26.11.3.3.2 Any prepaid Subscription Fees for the CSMS will transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance will be applied to future Subscription Fees or returned to County, at County's option;

9.26.11.3.3.3 Any and all modules offered separately and needed to match the original Application Software's level of functionality will be supplied by Subrecipient, or its assignee or successor, without additional cost or penalty, and will not affect the calculation of any Annual Fees;

9.26.11.3.3.4 Subrecipient will provide to County the necessary System Training for purposes of learning the Replacement Product. Such training will be provided at no cost to County;

9.26.11.3.3.5 All License terms and conditions, at a minimum, will remain as granted herein with no additional fees imposed on County; and

9.26.11.3.3.6 The definition of SaaS Application will include the Replacement Product

9.26.11.4 **Warranty Pass-Through**

9.26.11.4.1 Subrecipient will assign to County to the fullest extent permitted by law or by this Subaward, and will otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any System component or any other product or service provided hereunder will fully extend to and be enjoyed by County.

9.26.11.5 **Remedies**

9.26.11.5.1 County's remedies under the Subaward for the breach of the warranties set forth in this Subaward, including Exhibit U (Service Level Agreement), will be limited to the repair or replacement by Subrecipient, at its own expense, of the non-conforming System components and the specific remedies set forth in Exhibit U (Service Level Agreement) and any other corrective measures specified in Exhibit U (Service Level Agreement) and this Subaward.

9.26.11.6 **Breach of Warranty Obligations**

9.26.11.6.1 Failure by Subrecipient to timely perform its obligations set forth in this Subparagraph 9.26.11 will constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Subrecipient and provision of a reasonable cure period, terminate this Subaward in accordance with Subparagraph 8.43 (Termination for Default).

9.26.11.7 **Disclaimer of Warranties**

9.26.11.7.1 Subrecipient expressly disclaims all warranties not expressly specified in this

Subaward, including the implied warranty of merchantability or fitness for a particular purpose or any warranties arising as a result of custom or usage in the trade or by course of dealing. Nothing in this Subparagraph 9.26.11.7 negates any other express warranties provided by Subrecipient under the Subaward.

9.26.12 Effect of Termination

9.26.12.1 In the event that County, upon notice to Subrecipient, terminates this Subaward in whole or in part as provided herein, then:

9.26.12.1.1 Subrecipient and County will continue the performance of this Subaward to the extent not terminated;

9.26.12.1.2 Subrecipient will stop work under this Subaward on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;

9.26.12.1.3 Subrecipient will promptly return to County any and all Confidential Information, including County data and County Materials, that relate to that portion of the Subaward and Work terminated by County;

9.26.12.1.4 County will pay Subrecipient all monies due in accordance with the terms of the Subaward for the Work completed up to the time of termination;

9.26.12.1.5 Subrecipient will return to County all monies paid by County, yet unearned by Subrecipient, including any prorated prepaid Annual Fees calculated depending on the date of termination, if applicable. Notwithstanding the foregoing, upon termination by County for default during CSMS implementation, Subrecipient will return all Implementation Cost amounts paid by County to Subrecipient during such CSMS implementation, and County will return to Subrecipient all products of the terminated Implementation Services;

9.26.12.1.6 Upon termination by County for default pursuant to Subparagraph 8.43 (Termination for Default) or for insolvency pursuant to Subparagraph 8.45 (Termination for Insolvency), County will have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Subrecipient will be liable to County for, and will promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work;

9.26.12.1.7 Subrecipient understands and agrees that County has obligations that it cannot satisfy without use of the CSMS provided to County hereunder or an equivalent CSMS, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Subrecipient agrees that in the event of any termination of this Subaward, Subrecipient will fully cooperate with County in the transition of County to a new CSMS, toward the end that there be no interruption of County's day to day operations due to the unavailability of the CSMS during such transition. Upon notice to Subrecipient, Subrecipient will allow County or another selected contractor a transition period until expiration of the term of the Agreement, or in all other cases, at a date specified by County, for the orderly turnover of Subrecipient's Subaward activities and responsibilities without additional cost to County. The transition from the CSMS to another CSMS will be performed by Subrecipient as Optional Work.

9.26.13 **Risk of Loss**

9.26.13.1 Subrecipient will bear the full risk of loss due to total or partial destruction of any Software products loaded on thumb/flash drives or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

9.26.14 **No Third-Party Beneficiaries**

- 9.26.14.1 Notwithstanding any other provision of this Subaward, Subrecipient and County do not in any way intend that any person or entity will acquire any rights as a third-party beneficiary of this Subaward, except that this provision will not be construed to diminish Subrecipient's indemnification obligations hereunder.

9.26.15 Dispute Resolution Procedure

- 9.26.15.1 Subrecipient and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Subaward. All such disputes will be subject to the provisions of this Subparagraph 9.26.15 (such provisions will be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 9.26.15.2 Subrecipient and County agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder.
- 9.26.15.3 Neither party will delay or suspend its performance during the Dispute Resolution Procedure.
- 9.26.15.4 In the event of any dispute between the parties with respect to this Subaward, Subrecipient and County will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 9.26.15.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter will be immediately submitted to the parties' respective Directors for further consideration and discussion to attempt to resolve the dispute.
- 9.26.15.6 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Subaward and/or its rights and remedies as provided by law.
- 9.26.15.7 All disputes utilizing this Dispute Resolution Procedure will be documented in writing by each party and will state the specifics of each alleged dispute and all actions taken. The parties will act in good faith to resolve all disputes. At all three (3) levels described in this Subparagraph 9.26.15, the efforts to resolve a dispute will be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

- 9.26.15.8 Notwithstanding the foregoing, in the event of County's infringement of Subrecipient's intellectual property rights under the Subaward or violation by either party of the confidentiality obligations hereunder, the violated party will have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 9.26.15.9 Notwithstanding any other provision of this Subaward, County's right to seek injunctive relief to enforce the provisions of Subparagraph 7.6 (Confidentiality) and Subparagraph 9.17 (Information Technology, Security and Privacy Requirements) will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and will not be deemed to impair any claims that County may have against Subrecipient or County's rights to assert such claims after any such injunctive relief has been obtained.

9.26.16 New Technology

- 9.26.16.1 Subrecipient and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Subaward. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Subrecipient's Project Manager will, promptly upon discovery and on a continuing basis, apprise County's Project Manager of all new technologies, methodologies and techniques which Subrecipient considers to be applicable to the System. Specifically, upon County's request, Subrecipient will provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Subaward be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Subparagraph 8.1 (Amendments).

9.26.17 Unlawful Solicitation

- 9.26.17.1 Subrecipient will inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and will take positive and affirmative

steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

9.26.18 Arm's Length Negotiation

9.26.18.1 This Subaward is the product of arm's length negotiations between Subrecipient and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Subaward is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

10.0 SURVIVAL

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

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions and Headings)

Paragraph 3.0 (Work)

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

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Amendments)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Subparagraph 8.6 (Compliance with Applicable Laws)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection and Audit Settlement)

Paragraph 10.0 (Survival)

[illegible]

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

COUNTY OF LOS ANGELES

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

SUBRECIPIENT

RTZ, LLC
Subrecipient's Legal Name

CSMS2526
Subaward Number

By _____ Date _____
Name of Authorized
Representative

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Dawyn R. Harrison, County Counsel

By _____
Truc L. Moore
Principal Deputy County Counsel

By _____ Date _____
Name of Authorized
Representative

Title

Signature

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/9/2025	
BOARD MEETING DATE	7/29/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Executive Office, Board of Supervisors	
SUBJECT	Board approval is being requested to authorize the Executive Officer of the Board to send a determination letter to the Successor Agency (SA) of the City of Whittier for the continued jurisdiction in the Fourth District Consolidated Oversight Board (COB); and to the Successor Agency of the City of La Verne for the continued jurisdiction in the Fifth District Consolidated Oversight Board.	
PROGRAM	Los Angeles County Fourth and Fifth Consolidated Oversight Boards	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The County Board of Supervisors shall report this information to the successor agency and the Department by July 15, 2025, Pursuant to Section 34179 (q)(3) of the Health and Safety Code.	
COST & FUNDING	Total cost: \$0	Funding source: N/A
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	To inform the Successor Agencies of the Cities of Whittier and La Verne of the determination of which Oversight Board shall have jurisdiction.	
BACKGROUND (include internal/external issues that may exist including any related motions)	As a result of the 2021 redistricting, the Cities of La Verne and Whittier ended up in two Supervisorial Districts. Health and Safety Code Section 34179(q)(3) directs the County Board of Supervisors to determine which COB shall have jurisdiction and report the determination by July 15, 2025. The Commission Services Redevelopment Agency Team contacted the SAs, and the City of La Verne indicated its preference to remain in the Fifth District Consolidated Oversight Board and the City of Whittier indicated its preference to remain in the Fourth District Consolidated Oversight Board as the outstanding project areas are located within their current COBs.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cesar Hernandez, 213-974-1431, Administrative Services Manager I, chernandez@bos.lacounty.gov Adela Guzman, Head, Commission Services, 213-610-6102, aguzman@bos.lacounty.gov	

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

EDWARD YEN
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

July 29, 2025

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:

**AUTHORIZATION TO SEND DETERMINATION LETTERS TO
SUCCESSOR AGENCIES OF THE CITIES OF WHITTIER AND LA VERNE
REGARDING JURISDICTION BY CONSOLIDATED OVERSIGHT BOARDS
(FIRST, FOURTH AND FIFTH DISTRICTS) (3-VOTES)**

SUBJECT

Board approval is being requested to authorize the Executive Officer of the Board to send a determination letter to the Successor Agency of the City of Whittier for the continued jurisdiction in the Fourth District Consolidated Oversight Board; and to the Successor Agency of the City of La Verne for the continued jurisdiction in the Fifth District Consolidated Oversight Board.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Determine that, pursuant to Section 34179 of the California Health and Safety Code, the Successor Agency of the City of Whittier shall remain within the jurisdiction of the Fourth District Consolidated Oversight Board, and the Successor Agency of the City of La Verne shall remain within the jurisdiction in the Fifth District Consolidated Oversight Board.
2. Authorize the Executive Officer of the Board to send letters to the Successor Agencies of the City of Whittier and the City of La Verne to notify them that they shall remain under the jurisdiction of the Fourth and Fifth Consolidated Oversight Boards, respectively; and authorize a copy of each letter to be sent to the State Department of Finance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Redevelopment Agencies (RDA) were dissolved in 2012 and were replaced by "successor agencies." Each of the 71 successor agencies (SA) in the County were initially assigned an individual "oversight board" responsible for overseeing the successor agency's wind-down. In 2018, the 71 SAs were consolidated into five "consolidated oversight boards" (COBs)—with one COB for each County Supervisorial District (SD).

Following the Los Angeles County Redistricting in 2021, some cities in the County were shifted into different SDs, but the COBs boundaries did not change with redistricting. This resulted in a misalignment between the territorial boundaries of the COBs and their respective SD. Health and Safety Code Section 34179(q)(2) was amended to allow the territorial jurisdictions of the County's five COBs to be updated and be aligned with the new and future territorial boundaries of the Board of Supervisors' five SDs upon the adoption of the County's redistricting plan.

In addition, as a result of the 2021 redistricting, the Cities of La Verne and Whittier ended up in two SDs. Health and Safety Code Section 34179(q)(3) directs the County Board of Supervisors to determine which COB shall have jurisdiction and report the determination by July 15, 2025.

The City of La Verne indicated its preference to remain in the Fifth District Consolidated Oversight Board and the City of Whittier indicated its preference to remain in the Fourth District Consolidated Oversight Board as the outstanding project areas are located within their current COBs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the following strategic goals of LA County's Strategic Plan. North Star 2: "Foster Vibrant and Resilient Communities": Focus Area Goal F, Community Connections: Invest in our communities and create public spaces and programs that are welcoming, accessible, where all residents can easily build relationships, create social networks, feel connected and can access opportunities.

The Honorable Board of Supervisors
July 29, 2025
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FISCAL IMPACT/FINANCING

There is no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Section 34179 (q)(3) of the California Health and Safety Code, by July 15, 2025, and by July 15 of the year following a year that the County Board of Supervisors District's boundaries are adjusted, if a successor agency has territory located within more than one County Board of Supervisors' District, the County Board of Supervisors shall determine which Oversight Board shall have jurisdiction over that successor agency. The County Board of Supervisors or their designee shall report this information to the successor agency and the Department by the aforementioned dates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommendation does not impact other current County services or projects.

Respectfully submitted,

Edward Yen, Executive Officer

c: Chief Executive Officer
County Counsel
Auditor-Controller