CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

Updated December 28, 2024
Updated January 2, 2025

JANUARY 7, 2025, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Tony Wu
Mayor Pro Tem Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz
Councilmember Brian Gutierrez

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL
(Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

***Please identify on the speaker card whether you are speaking on an agenda item or non-agenda*. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.**

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

RULES OF DECORUM
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY JANUARY 7, 2025, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Chaplain Kelly Dupee from the West Covina Police Department

PLEDGE OF ALLEGIANCE
Led by Councilman Gutierrez

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Proclamation Acknowledging National Human Trafficking Prevention Month
- Grant Donation to Friends of West Covina Police K-9

CITY MANAGER'S REPORT
City Manager's report on current City projects.

ORAL COMMUNICATIONS - Five (5) minutes per speaker
Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CONSENT CALENDAR
All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

CITY MANAGER'S OFFICE

1) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE

It is recommended that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD), in substantially the form as attached and in such final form as approved by the City Attorney.

COMMUNITY SERVICES

2) CONSIDERATION OF AUTHORIZATION TO PURCHASE FOOD FROM US FOODS, INC.

It is recommended that the City Council take the following actions:

1. Authorize the City Manager to issue an amendment to purchase orders to US Foods, Inc. for miscellaneous food under the State of California Statewide Contract (Contract No. 1-22-89-15A) for the duration of the contract term, including any extensions.
2. Authorize the City Manager to execute any purchase order change orders within the grant budget for the Elderly Nutrition Program.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

3) CONSIDERATION OF APPOINTMENT OF POLICE CHIEF

It is recommended that the City Council

1. Approve the appointment of Antonio Cortina to the position of Police Chief
2. Administer the Oath of Office to Antonio Cortina.

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)
(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting	January 21, 2025	7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
b. The city council may establish a limit on the duration of oral communications.
c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or

otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.

b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
    f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: January 7, 2025

TO: Mayor and City Council

FROM:

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE**

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD), in substantially the form as attached and in such final form as approved by the City Attorney.

BACKGROUND:

After data reporting was required by Congress in 1974, the Federal Transit Administration's (FTA) NTD was set up to be the repository of data about the financial, operating, and asset conditions of American transit systems. The NTD records the financial, operating, and asset conditions of transit systems, helping to keep track of the industry and provide public information and statistics. The NTD is designed to support local, state and regional planning efforts and help governments and other decision-makers make multi-year comparisons and perform trend analyses. It contains a wealth of information such as agency funding sources, inventories of vehicles and maintenance facilities, safety event reports, measures of transit service provided and consumed, and data on transit employees.

FTA uses NTD data to apportion funding to urbanized and rural areas in the United States. Transit agencies report data on a number of key metrics including Vehicle Revenue Miles (VRM), Vehicle Revenue Hours (VRH), Passenger Miles Traveled (PMT), Unlinked Passenger Trips (UPT), and Operating Expenses (OE).

On November 14, 1980, the voters of the County of Los Angeles approved Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes. At its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data. Annually, data collected by the City's transit contractor is reported by staff to the NTD.

DISCUSSION:

At its June 22, 2023 Board meeting, LACMTA approved the Fiscal Year (FY) 2023-24 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2021-22. Based on its participation in the program, West Covina may invoice LACMTA in the amount of $135,451 in Proposition A Incentive funds. These Proposition A Incentive funds are separate from the Proposition A funds that are used for the annual Fund Exchange.

This amount is determined by the amount of Vehicle Revenue Miles and the FTA Unit Rate of $0.70102255316358331. Vehicle Revenue Miles are the miles a vehicle travels while in revenue service. This excludes travel to and from storage facilities, training operators prior to revenue service, road tests and deadhead travel, as well as school bus and charter services.

Except for Fund Exchange, Proposition A Incentive funds may be used for all other regular Proposition A-eligible transportation activities.

LEGAL REVIEW:

The City Attorney's Office will review and approve the agreement as to form prior to execution.

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

Once the memorandum of understanding is executed, the City may invoice for payment in the amount of $135,451. The funds will be deposited in Fund 120 - Proposition A Discretionary.

Attachments

Attachment No. 1 - MOU with LACMTA - Prop A Incentive NTD Voluntary

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

MOUPAIWECO24000

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2022

This Memorandum of Understanding (MOU) is entered into as of May 1, 2024 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of West Covina (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 22, 2023 meeting, LACMTA approved the Fiscal Year FY 2023-24 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2021-22; and

WHEREAS, the City has voluntarily submitted their FY2021-22 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2021-22 Report Year (the "Project"); and

WHEREAS, on April 1, 2024, the Federal Transit Administration (FTA) published in the Federal Register the FY 2023-24 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **May 1, 2024**, through **June 30, 2027** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2021-22 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2021-22 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the NTD on or before **October 31, 2022**;

C. Prepared and submitted the FY 2021-22 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the LACMTA on or before **February 15, 2023**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2021-22 NTD statistics. LACMTA shall pay the City for submitting the FY 2021-22 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 155047 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.70102255316358331 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 38172 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.70102255316358331 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2027**, in the amount of **$135,451** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIWECO24000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
meisterc@metro.net

7.1 City's Address:
West Covina
1444 W. Garvey Ave. South
West Covina,CA 91790
Attn: Kelly McDonald
KMcDonald@westcovina.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of West Covina

_____

Mayor/City Manager

Date: _____

Los Angeles County Metropolitan Transportation Authority

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

Date: 10/2/2024

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY22
Using FY24 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	Total ($)Due to Jurisdiction	
Alhambra	MB	168,115	117,852.41		117,852	178,639
Alhambra	DR	86,711	60,786.37		60,786	
Artesia	DR (DT)	3,956	2,773.25		2,773	
Azusa	DR	28,615	20,059.76		20,060	
Baldwin Park	MB	173,378	121,541.89		121,542	139,086
Baldwin Park	DR	25,027	17,544.49		17,544	
Bell	MB	33,351	23,379.80		23,380	
Bell	DR	14,950	10,480.29		10,480	
Bellflower	MB	72,617	50,906.15		50,906	58,146
Bellflower	DR	10,327	7,239.46		7,239	
Bell Gardens	MB	91,237	63,959.19		63,959	81,790
Bell Gardens	DR	25,435	17,830.51		17,831	
Burbank	MB	212,160	148,728.94	(19,766)	128,963	
Calabasas	MB	65,374	45,828.65		45,829	51,463
Calabasas	DR	8,037	5,634.12		5,634	
Carson	MB	13,788	9,665.70		9,666	56,301
Carson	DT	66,524	46,634.82		46,635	
Cerritos	MB	100,933	70,756.31		70,756	97,359
Cerritos	DR	37,948	26,602.40		26,602	
Compton	MB	185,493	130,034.78		130,035	130,192
Compton	DR	224	157.03		157	
Covina	DR	43,672	30,615.06		30,615	
Cudahy	MB	33,395	23,410.65		23,411	30,244
Cudahy	DR	9,747	6,832.87		6,833	
Downey	MB	103,313	72,424.74		72,425	101,291
Downey	DR	41,178	28,866.71		28,867	
Duarte	MB	DID NOT REPORT F	-		-	
El Monte	MB	221,303	155,138.39		155,138	192,668
El Monte	DR	53,536	37,529.94		37,530	
Glendora	MB	44,811	31,413.52		31,414	61,485
Glendora	DR	42,896	30,071.06		30,071	
Huntington Park	MB	147,119	103,133.74		103,134	132,064
Huntington Park	DT	41,268	28,929.80		28,930	
LACDPWAvocado	MB	39,129.00	27,430.31		27,430	
LACDPWELA	MB	226,843.00	159,022.06		159,022	
LACDPWELA	DR	32,646.00	22,885.58		22,886	181,908
LACDPWEast Valinda	MB	44,279.00	31,040.58		31,041	
LACDPWKing Medical	MB	37,428.00	26,237.87		26,238	
LACDPWWillowbrook Shuttle	MB	73,799.00	51,734.76		51,735	542,348
LACDPWS.Whittier	MB	196,000.00	137,400.42		137,400	
LACDPWAthens	MB	36,721.00	25,742.25		25,742	
LACDPWLennox	MB	30,216.00	21,182.10		21,182	
LACDPWFloranceFirestone	MB	56,592.00	39,672.27		39,672	
Lakewood	DR	52,213	36,602.49		36,602	
Lawndale	MB	DID NOT REPORT F	-		-	
Lynwood	MB	147,420	103,344.74		103,345	
Malibu	DT	5,867	4,112.90		4,113	
ManhattanBeach	DR	22,484	15,761.79		15,762	
Maywood	MB	31,380	21,998.09		21,998	32,276
Maywood	DR	14,662	10,278.39		10,278	
MontereyPark	MB	-	-		-	11,785
MontereyPark	DR	16,811	11,784.89		11,785	
Pico Rivera	DR	8,765	6,144.46		6,144	
Rosemead	MB	104,818	73,479.78		73,480	94,855
Rosemead	DR	30,491	21,374.88		21,375	
Santa Fe Springs	DR	12,570	8,811.85		8,812	
South Gate	MB	118,783	83,269.56		83,270	160,309
South Gate	DT	109,896	77,039.57		77,040	
SouthPasadena	DR	20,054	14,058.31		14,058	
WestCovina	MB	155,047	108,691.44		108,691	135,451
WestCovina	DR	38,172	26,759.43		26,759	
West Hollywood	MB	114,445	80,229		80,229	
Total		**3,869,524**	**2,792,852**	**(19,766)**	2,773,086	
FY24 Revenue Mile Rate		**0.701022553**				

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '22
Using FY '24 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	$ from VRM	$from OPCOST	Total Generated	Total ($)Due to Jursd Before Tier 2 Deduction	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Glendale	MB	871,699	100,417	1,127,888	10,012,370	611,080.66	8,770	$ 619,851	619,851	(82,378)	537,473
Pasadena	MB	739,633	71,223	1,905,376	6,777,893	518,499.41	36,974	$ 555,473	555,473	(73,822)	481,651
LADOT COMMUNITY DASH	MB	4,118,894	292,898	11,327,239	40,076,119	2,887,437	220,998	$ 3,108,436	3,108,436	(413,110)	2,695,326
LADOT DEPARTMENT OF AGING	DR	169,282	28,228	306,343	3,955,395	118,670	1,638	$ 120,308	120,308		120,308
Total LADOT		**4,288,176**	**321,126**	**11,633,582**	**44,031,514**	**3,006,108**	**222,636**	**$ 3,228,744**	3,228,744		2,815,634
									-		-
Total NTD 5307 Funds		**5,899,508**	**492,766**	**14,666,846**	**60,821,777**	**4,135,688**	**268,380**	**4,404,068**	4,404,068	**(569,310)**	3,834,758
									-		

FY24 Revenue Mile Rate	0.7010226	*
FY24 Passenger Mile Rate	0.0690283	

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: January 7, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AUTHORIZATION TO PURCHASE FOOD FROM US FOODS, INC.**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Authorize the City Manager to issue an amendment to purchase orders to US Foods, Inc. for miscellaneous food under the State of California Statewide Contract (Contract No. 1-22-89-15A) for the duration of the contract term, including any extensions.
2. Authorize the City Manager to execute any purchase order change orders within the grant budget for the Elderly Nutrition Program.

BACKGROUND:

The West Covina Senior Congregate Meal Program, offers an award-winning lunch program for the senior community (60+ years) offering "hot" lunches and, from time to time, frozen meals for 60+ people from Monday through Thursday. The program feeds approximately 150 -200 seniors daily, there is a suggested donation of $3.00 for seniors (60+) and a fee of $5 for individuals 59 and under.

The program staff develop a unique daily lunch menu for the senior participants that is monitored by Los Angeles County to meet the nutritional needs of seniors. Based on the approved menu, raw food (i.e., meat, produce, eggs, beverages, etc.) is purchased for meal preparation.

Federal and state funding support the program; Community Development Block Grant Funds and State Older Americans Act, the Older Californians Nutrition Program (OCNP) grant.

DISCUSSION:

The City receives funding through the State's OCNP, these funds are disbursed to Los Angeles County, which then distributes the funds to West Covina annually through the county's Aging and Disabilities Department (Subaward Number ENP242510) Elderly Nutrition Program. Since 2014, the City has piggybacked on the State of California's agreement with US Foods, Inc. as the vendor to provide raw foods and miscellaneous food supplies.

Periodically, the State of California conducts a Request for Proposals (RFP) for the purchase of raw foods and miscellaneous food supplies for State facilities. Within the scope of work of the State’s RFP is the allowance for local government agencies across California to purchase food products through the State's contract. In November 2022, the State entered into a new contract with US Foods, Inc. (Contract

No. 1-22-89-15A). The most recent supplement to the contract is included as Attachment No. 1.

The State's contract with US Foods, Inc. groups food products into six categories:

1. Grocery, Beverage, Fruits & Vegetables, Meat, Poultry, Fish (No Refrigeration Required); Shelf Staple
2. Grocery, Beverage, Fruits & Vegetables, Eggs (Refrigerated or Frozen)
3. Fresh Produce
4. Meat, Chicken, Seafood (Refrigerated or Frozen)
5. Dairy
6. Kitchen Utensils & Accessories

The State's contract with US Foods, Inc. had an initial term through December 31, 2024, with three one-year extension options. The State recently extended the term through December 31, 2025.

The City needs to amend the grant agreement to coincide with the rates and new term the State entered into with US Foods,Inc.

Pursuant to Section 2-335 of the West Covina Municipal Code, purchases made using another governmental or public agency's contract or substantially the same terms are exempt from competitive bidding provided the other agency used a solicitation method substantially similar to the method required by Division 2 (Purchasing Procedures) of Article VII of the West Covina Municipal Code; and the Purchasing Officer determines that the City will realize overall value by utilizing the other agency's contract or contract terms compared to the City performing its own procurement. The Purchasing Officer has verified that the State of California's RFP meets the City of West Covina's bidding requirements as outlined in the City's Municipal Code.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

OPTIONS:

The City Council has the following options:

1. Approve City staff's recommendation; or
2. Provide alternate direction.

Prepared by: Susie Perez, Deputy Community Services Department
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The Fiscal Year 2024-2025 Proposed Budget includes an estimated $160,000 to cover costs of raw foods from US Foods. This program is funded by the Community Development Block grant program and Senior Meals program. There are no General Funds used for the purchase of frozen food for the Senior Center.

Funding Source	Account	FY2024-25 Budget	FY2024-25 Estimate
Community Development Block Grant	131.504.61.51.34.00.61.61200	60,000	60,000
Senior Meals Program	146.504.61.51.39.36.61.61580.	95,000	60,000

Total	**$155,000**	**$120,000**

Attachments

Attachment No. 1 - Supplement 2 to Contract No. 1-22-89-15A

Attachment No. 2 - Elderly Nutrition Program Subaward

Attachment No. 3 - Elderly Nutrition Program Subaward Amendment One

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT

USER INSTRUCTIONS

NON-MANDATORY

Supplement 2

(Incorporates Supplement 1)

ISSUE DATE:	***9/11/2024***
CONTRACT NUMBERS:	1-22-89-15A (Rank 1 Contractor) 1-22-89-15B (Rank 2 Contractor)
DESCRIPTION:	Miscellaneous Food
RANK 1 CONTRACTOR: RANK 2 CONTRACTOR:	US Foods, Inc Performance Foodservice of Northern and Southern California
CONTRACT TERM 1-22-89-15A:	11/25/2022 through 12/31/2025
CONTRACT TERM 1-22-89-15B:	11/25/2022 through 12/31/2024
STATE CONTRACT ADMINISTRATOR:	Jennifer Jee 279-946-8082 Jennifer.Jee@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 6/21/2022) (https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/Non-IT/NonITGeneralProvisions062122.pdf)

Contract (Non-Mandatory) 1-22-89-15A/B,
User Instructions, ***Supplement 2***

Contract (Non-Mandatory) 1-22-89-15A/B,
User Instructions, ***Supplement 2***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets with [~~strikethrough~~].

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
2	***Supplement 2 makes the following change:*** ➢ ***Attachment 2, USF Contact List has been updated***	***9/11/2024***
1	Supplement 1 makes the following changes: ➢ Contract Period for 1-22-89-15A has been extended through 12/31/2025 ➢ Contact information for 1-22-89-15B has been updated ➢ Section 3 (B) has been updated ➢ Section 26, Exemption to Gen-AI Procurement Procedures, has been added	8/1/2024
N/A	Original Contract Posted	11/22/2022

Contract (Non-Mandatory) 1-22-89-15A/B,
User Instructions, ***Supplement 2***

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Contract (Non-Mandatory) 1-22-89-15A/B,
User Instructions, ***Supplement 2***

Attachments

1. COST SHEET.....

2. US FOODS CONTACT LIST.....

Contract (Non-Mandatory) 1-22-89-15A/B,
User Instructions, ***Supplement 2***

Quick Reference Guide

RANK 1 CONTRACTOR'S INFORMATION

Main Contact:	Beth Zirzow
Address:	US Foods, Inc 300 Lawrence Drive Livermore, CA 94551
Phone:	(925) 580-1123
Email:	beth.zirzow@usfoods.com
Additional Contacts:	See Attachment 2, US Foods Contact List
Ordering Website:	usfoods.com
Seller Permit #:	97-799915

RANK 2 CONTRACTOR'S INFORMATION

Main Contact:	Jason Ball
Address:	Performance Foodservice of Northern and Southern California 6211 Las Positas Rd Livermore, CA 94551
Phone:	(800) 233-6211/(925) 456-8613
Fax:	(909) 673-8369
Email:	*jason.ball@pfgc.com*
Ordering Website:	www.performancefoodservice.com
Seller Permit #:	97-078617

ORDERING TERMS

Minimum Delivery Quantity:	$500
F.O.B:	Destination
Product Price Terms:	Firm Fixed
Due Date of PO to Contractor	
Non-emergency Orders:	5 days prior to delivery request
Emergency Orders:	12 hours prior to delivery request

STATE CONTRACT ADMINISTRATOR

Administrator:	Jennifer Jee
Phone**:**	(279) 946-8082
Fax:	(916) 376-6241
Email:	Jennifer.Jee@dgs.ca.gov

Contract (Non-Mandatory) 1-22-89-15A/B,
User Instructions, ***Supplement 2***

1. SCOPE

The State's contract with US Foods, Inc and Performance Foodservice of Northern and Southern California (PFG) provides Miscellaneous Food at a contracted markup to the State of California in accordance with the requirements of Contract # 1-22-89-15A and 1-22-89-15B. The Contractor shall supply products in six (6) categories as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Miscellaneous Food to the State.

The contract term is from November 25, 2022, through December 31, 2024, with three (3) extension options to extend the contract for an additional one (1) year or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE RULES

This contract has two ranked Contractors. Ordering agencies must place orders with the first-ranked Contractor. If the first-ranked Contractor does not have the desired quantity within the specified time frame as indicated on the Order Confirmation, the ordering agency may move to the next Contractor to fulfill the order. If the Contractor ranked first only has a partial quantity of the required quantity, the ordering agency may place a partial order with the Contractor ranked first and move to the Contractor ranked second to complete the order.

A. State Agencies
The use of this contract is non-mandatory for all State Departments.

State Departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g., California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contract Manual Volume 2, as applicable.

Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.

Departments must have a DGS agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Government Agencies
Local government agency use of these contracts is optional.

While the State makes these contracts available to local governmental agencies, each agency should determine whether the contracts are consistent with its procurement policies and regulations. The above requirements and restrictions are not applicable to local government entities.

Any local governmental agencies desiring to participate shall be required to submit to the same responsibilities as do State departments and will have no authority to amend, modify or change any condition of these contracts.

3. DGS ADMINISTRATIVE FEES

A. State Departments
DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and select Purchasing under Procurement Division).

B. Local Government Agencies
All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT MODIFICATION

At the discretion of DGS-PD, any contract may be modified in whole or in part upon mutual agreement of both parties. Such modifications shall be in writing, signed, and dated by an authorized representative of each party.

Ordering agencies may not alter or modify the terms of this contract without written approval by DGS-PD.

5. PRICE MODIFICATION

All Cost-Plus Percentages shall be firm fixed for the contract term, including any optional year extensions, unless a price adjustment is granted. The Contractor's Cost may update once a week on a designated day. Purchase Orders submitted to the Contractor prior to a price update shall be honored at the price identified on the Purchase Order.

6. PROBLEM RESOLUTION

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.

The first step in problem resolution is to call the Contractor directly. Ordering agencies with unresolved issues should immediately notify the State Contract Administrator for resolution.

7. CONTRACT PRICING AND CATEGORIES

All product categories and pricing are listed on Attachment 1, Cost Sheet.

All items provided shall be of first quality (i.e., Grade A, U.S. No. 1, Select, etc.) equivalent or better. The awarded Contractor(s) must maintain a sufficient variety of items. The State considers sufficient to mean approximately fifty (50) various items per mandatory category.

Category 1: Grocery, Beverage, Fruits & Vegetables, Meat, Poultry, Fish (no refrigeration required); Shelf Stable
These products include, but are not limited to, canned, bottled, boxed, pouched, or dehydrated.

- Beverages (excluding dairy Liquids), including, but not limited to, fruit & vegetable juice, soda, tea, flavored waters, coffees.
- Fruit or Vegetable Produce that is NOT in its raw produce state.
- Meat & Poultry including, but not limited to, beef, pork, lamb, chicken, turkey, duck, goose, etc.
- Fish/Seafood including, but not limited to, fish (all species), shrimp, scallops, clams, etc.

Category 2: Grocery, Beverage, Fruits & Vegetables, Eggs (refrigerated or frozen)

- Beverages (frozen or needing refrigeration)
- Fruit or Vegetable Produce that is NOT in its raw produce state. This includes, but is not limited to, individually quick-frozen (IQF), frozen, refrigerated.
- All Eggs in any form (raw, hardboiled, peeled, diced, liquid, etc.). Egg substitutes may be included in this category.

Category 3: Fresh Produce

- All Fruit or Vegetable produce in its raw produce state. It can be sliced, chopped, diced, coined, mixed, etc. It CANNOT include any processing that alters its raw state (i.e., IQF, frozen, mashed, canned, parboiled, blanched, etc.).

Category 4: Meat, Chicken, Seafood (refrigerated or frozen)
These products include, but are not limited to, raw, precooked, processed, breaded, flavored, individual, or bulk packaged.

- All Meats including, but not limited to, beef, pork, lamb.
- All Poultry including, but not limited to, chicken, turkey, duck, goose, etc.
- All Fish/Seafood including, but not limited to, fish (all species), shrimp, scallops, clams, etc.

Category 5: Dairy

- All Dairy products including, but not limited to, milk, cheese, butter, ice cream, etc.

Category 6: Kitchen Utensils & Accessories

- Kitchen Utensils including, but not limited to, flatware, cutlery, food storage containers, baking accessories, cooking equipment, can openers, kitchen linens and uniforms, mixing bowls, etc.

8. MINIMUM DELIVERY QUANTITY

The Minimum Delivery Quantity (MDQ) for this contract is **$500** per delivery. The State will not accept any increases to the MDQ by the Contractor.

Orders for less than the MDQ, or for less than full case quantities, may be accepted at the Contractor's discretion, and shall otherwise be considered non-contract and may be purchased from other sources.

9. FREE ON BOARD (F.O.B.) DESTINATION

All prices offered shall be F.O.B. destination, freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

10. ORDERING PROCEDURE

State department orders will be submitted using a Purchasing Authority Purchase Order (Std. 65) or using the FI$Cal Purchase Order process.

Orders will include a delivery schedule and shall be provided at least five (5) days prior to the requested first delivery date on the delivery schedule for a non-emergency order, and twelve (12) hours for an emergency order. If the Contractor is unable to meet the requested delivery schedule, the Contractor will contact the ordering agency to arrange for a mutually acceptable modified delivery schedule.

The Contractor may reject an agency's Purchase Order that is submitted less than five (5) days prior to the first requested delivery date. Such rejected Purchase Order may be re-submitted with an updated delivery schedule.

Special orders or out-of-stock items may require a longer delivery timeline. This is permitted with the agreement of the ordering agency.

11. SALES TAX AND CALIFORNIA REFUND VALUE (CRV)

Certain products may be subject to sales tax and/or California Refund Value (CRV). Those fees are not included in the contract price; tax or CRV must be added to the Purchase Order when applicable. Sales tax is based on the agency's delivery location.

12. PURCHASE EXECUTION

A. Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Std. 65 for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing website (https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (select STD Forms).

All Std. 65 must contain, at a minimum, the following information:

1. Agency Order Number (Purchase Order Number)
2. Agency Name
3. Agency Billing Code
4. Purchasing Authority Number
5. Leveraged Procurement Number (Contract Number)
6. Contractor Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
7. Category Number
8. Quantity
9. Unit of Measure
10. Product Description
11. Unit Price
12. Extension Price

B. FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

The use of blanket orders against this statewide contract are not allowed without prior authorization from the Contract Administrator.

13. ORDERING INFORMATION

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- Contractor's Website
- U.S. Mail
- Facsimile
- Email

The ordering information for each Contractor is listed in the Quick Reference Guide, Contractor Contact Information. To order through the Contractor's website, a user account is necessary; contact the Contractor to set up a new account.

14. ORDER ACCEPTANCE

The Contractor shall accept orders from ordering agencies as defined in Section 2, Contract Usage Rules. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete.
- Contain non-contract items or items outside the scope of the contract.
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any ordering agencies for any other reason without written authorization from the State Contract Administrator.

15. ORDER ACKNOWLEDGEMENT

The Contractor must provide the ordering agency with an Order Acknowledgement, either through email or facsimile, within one (1) business day of receipt of order. Order Acknowledgement will include:

- Contractor's Order Number
- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

Contract (Non-Mandatory) 1-22-89-15A/B,
User Instructions, ***Supplement 2***

16. COST BREAKDOWN

The Contractor must provide the ordering agency with a Cost Breakdown for each line item within 48 hours of delivery of an order. The Cost Breakdown will include:

- Contractor Cost
- Cost-Plus Percentage
- Final Cost

Ordering agencies are responsible for ensuring the correct Cost-Plus Percentage is added to the Contractor's Cost. Ordering agencies may reject an invoice and withhold payment until a Cost Breakdown is provided to the ordering agency.

17. EMERGENCY ORDERS

Orders that occur during an emergency (i.e., floods, fires, earthquakes, or other State or national disasters) shall be delivered to the designated site within a twelve (12) hour time frame. Upon request, Contractors can provide a designated customer service representative for emergency ordering and business correspondence.

18. PRODUCT RECALLS

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each ordering facility through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number, reason for recall, and disposition instructions. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering facility shall have the option of accepting either a replacement product (if available) or credit in exchange for recalled/removed products.

19. DELIVERY SCHEDULES

Delivery of ordered products shall be completed in accordance with the delivery schedule submitted with the purchase order document, unless otherwise agreed to by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time if delivery cannot be made within the time frame specified on the Order Acknowledgement.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

20. DELIVERY SECURITY REQUIREMENTS

Deliveries may be made to locations inside secure grounds which require prior clearances or special entry procedures for delivery drivers. The Contractor is responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other delivery rules. The delivery location can reject any order without proper clearance, at no cost to the State.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

21. STORAGE, SHIPPING, AND PACKAGING

All shipments must comply with Non-IT General Provisions (rev 6/21/22, Section 12, "Packing and Shipment.") Unless otherwise specified, preservation, packaging and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions. Handling, etc., shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the contractor to the receiving agency for storage.

Foil may present a security or safety risk and is not acceptable packaging material unless acceptable by the ordering agency.

Packaging and shipping containers shall follow current editions of the National Motor Freight Classification and Uniform Freight Classification. (Reference www.nmfta.org for information.)

Each shipping case or shipping unit shall clearly indicate the manufacturer or Contractor, a complete description including size and quantity, manufacturer's product code number (if applicable) and net weight.

Additional storage, shipping, and packaging requirements are as follows:

A. Refrigeration, Frozen Products and Dry Storage Requirements
Items requiring "Protection from Heat" shall be shipped and stored at a temperature below 50 degrees Fahrenheit.

Carrier equipment for straight loads of "Chilled" products will be required to be pre-cooled to a minimum temperature of 35 degrees Fahrenheit and a maximum temperature of 45 degrees Fahrenheit and shall be capable of maintaining temperature within that range to destination.

Carrier equipment for straight loads of "Frozen" products will be pre-cooled to 10 degrees Fahrenheit or lower before loading and capable of maintaining 0 degrees or lower to destination. Products should be loaded in carrier's equipment as promptly as possible to minimize product temperature rise. At destination, the product shall be

hard frozen with no signs of defrosting and temperature of the product shall not be above 0 degrees Fahrenheit. Frozen products will be wrapped in polyurethane wrapping.

Carrier equipment for mixed loads of "Frozen & Chilled" products will be required to be pre-cooled or pre-heated to a minimum of 35 degrees Fahrenheit and a maximum of 45 degrees Fahrenheit and shall be capable of maintaining the chilled portion of the load temperature within that range to destination.

The frozen products in the load shall be completely segregated by effective measures which will prevent damage to the other products in the load by installing effective insulating barrier(s) at the time of loading.

B. Palletization
All pallets employed in the delivery of goods shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the facilities than delivering at time of delivery.

22. PAYMENT

A. Terms:
Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code § 927 etc. seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card
US Foods (1-22-89-15A): State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) in accordance with Section 12, Purchase Execution and must include all required documentation applicable to the purchase.

Performance Foodservice (1-22-89-15B): Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

23. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) to process payments. Agencies should forward a copy of the Std. 204 to their accounting

office(s). Without the Std. 204, payment may be unnecessarily delayed. Copies of the awardee's Payee Data Records are on file. Should an agency need a copy, please contact the State Contract Administrator for this contract.

24. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

25. AGENCY PROCUREMENT FILE DOCUMENTATION

The Contractor certified under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350 et seq.) and will provide a drug-free workplace by taking the actions required of Government Code § 8355(a), (b), and (c).

The Contractor also met the requirements of the Darfur Contracting Act of 2008 with their original bid.

If the Contractor or subcontractor is a California Certified Business, their proposed performance was evaluated for Commercially Useful Function before the contract award was completed.

Based on the above, when ordering against this contract, ordering agencies are <u>not</u> required to have the Contractor submit a Drug-Free Workplace Certificate, Darfur Contracting Act Certification, or Bidder Declaration form. However, ordering agencies must follow their department's procurement procedures.

26. EXEMPTION TO GEN-AI PROCUREMENT PROCEDURES

In accordance with SCM Vol.2, Chapter 23, Generative Artificial Intelligence, this Statewide Contract is exempt from the GenAI Procurement Procedures and does not require collection of the GenAI Reporting and Factsheet (STD 1000).

-End of Document

Department of General Services - Procurement Division
Statewide Contract 1-22-89-15A/B, Miscellaneous Food
Attachment 1, Cost Sheet

1-22-89-15A: US Foods, Inc	
Cost-Plus Percentage, Category 1: Grocery, Beverage, Fruits & Vegetables, Meat, Poultry, Fish (no refrigeration required)	7.75%
Cost-Plus Percentage, Category 2: Grocery, Beverage, Fruits & Vegetables, Eggs (refrigerated or frozen)	5.95%
Cost-Plus Percentage, Category 3: Fresh Produce	6.00%
Cost-Plus Percentage, Category 4: Meat, Chicken, Seafood (refrigerated or frozen)	5.95%
Cost-Plus Percentage, Category 5: Dairy	5.75%
Cost-Plus Percentage, Category 6: Kitchen Utensils & Accessories	12.50%
Emergency Cost-Plus Percentage, All Categories:	18.00%

1-22-89-15B: Performance Foodservice of Northern and Southern California	
Cost-Plus Percentage, Category 1: Grocery, Beverage, Fruits & Vegetables, Meat, Poultry, Fish (no refrigeration required)	6.00%
Cost-Plus Percentage, Category 2: Grocery, Beverage, Fruits & Vegetables, Eggs (refrigerated or frozen)	6.00%
Cost-Plus Percentage, Category 3: Fresh Produce	6.00%
Cost-Plus Percentage, Category 4: Meat, Chicken, Seafood (refrigerated or frozen)	6.00%
Cost-Plus Percentage, Category 5: Dairy	6.00%
Cost-Plus Percentage, Category 6: Kitchen Utensils & Accessories	6.00%
Emergency Cost-Plus Percentage, All Categories:	9.50%

Attachment 2
1-22-89-15A

US Foods Contact List
Supplement 2

Livermore

Customer Service phone number: ***800-682-1228***
Customer Service Email: ncacustomerservice@usfoods.com

Hours: Sunday – Friday: 8:00 to 5:00

Mailing Address:
300 Lawrence Drive
Livermore, CA 94551

Sacramento

Customer Service phone number: ***800-682-1228***
Customer Service Email: ncacustomerservice@usfoods.com
Customer Service after hours: Bill Cox, 510-332-1669

Hours: Sunday – Friday: 8:00 to 5:00

Mailing Address:
4455 Winters Street
Sacramento, CA 95652

Corona

Customer Service phone number: 800-888-3147
Customer Service fax number: 480-629-6620
Customer Service e-mail: 4UNationalSales.Shared@usfoods.com
Customer Service after hours phone number: 800-888-3148

Hours: Monday to Friday: 8:00 to 5:00
Saturday only: 8:00 to 11:00 am (951-582-8575)
Sunday: 7:00 to 4:00

Mailing Address:
1283 Sherborn St, Ste 102

Corona, CA 92879

Los Angeles

Customer Service phone number: 800-379-5633 / option 2
Customer Service fax number: 714-670-3760
Customer Service e-mail: 4cnationalsales.shared@usfoods.com
Customer Service after hours phone number: 800-379-5633 x3645 or x3647

Hours: Monday to Friday: 8:00 to 5:00
Saturday: 7:30 to 3:30
Sunday: 7:00 to 3:30

Mailing Address:
15155 Northam Street
La Mirada, CA 90638

ATTACHMENT NO. 2

SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

AGING AND DISABILITIES DEPARTMENT

AND

CITY OF WEST COVINA

FOR

ELDERLY NUTRITION PROGRAM (ENP)

SUBAWARD NUMBER ENP242510

SUBAWARD PERIOD JULY 2024 – JUNE 2025

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RECITALS

This agreement for services ("Subaward" or "Contract") made and entered into on **July 1, 2024** ("Execution Date") by and between the **parties identified below:**

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

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

and

City of West Covina
("Subrecipient" or "Contractor")

Subrecipient's Business Address:
1444 Garvey South
West Covina, CA 90247

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

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

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

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

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

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for

Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and,

WHEREAS, on **May 7, 2024,** 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 covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A, B1, C1, D, E, F1, G, I, J, K, L, M, N, O, P, Q, R, S, T, and V are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward will be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

1.2 Intentionally Omitted

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

1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda will mean such laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: Aging & Disabilities Department website (lacounty.gov).

1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, will be in writing, and will be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.

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

1.6.1 Exhibit A (Statement of Work and Attachments)

1.6.2 Exhibit B1 (Budget)

1.6.3 Exhibit C1 (Mandated Program Services)

1.6.4 Exhibit D (County's Administration)

1.6.5 Exhibit E (Subrecipient's Administration)

1.6.6 Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)

1.6.7 Exhibit G (Safely Surrendered Baby Law)

1.6.8 Exhibit H (Intentionally Omitted)

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

1.6.10 Exhibit J (Charitable Contributions Certification)

1.6.11 Exhibit K (Information Security and Privacy Requirements)

1.6.12 Exhibit L (California Civil Rights Laws Certification)

1.6.13 Exhibit M (FEMA Provisions)

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

1.6.15 Exhibit O (Subrecipient's Compliance with Encryption Requirements)

1.6.16 Exhibit P (Definitions)

1.6.17 Exhibit Q (Accounting, Administration and Reporting Requirements)

1.6.18 Exhibit R (Joint Funding Revenue Disclosure)

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

1.6.20 Exhibit T (List of Lower Tier Subawards)

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

1.7 In addition to the terms and conditions listed herein, Subrecipient must comply with the State's terms and conditions and must obtain the most current version of the CDA contract and any amendments thereto which are available online at: Contracts Download Page | California Department of Aging - State of California.

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 must be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

2.2 **Federal and County Terms**

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

2.2.1.1 **Subaward:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of West Covina for Elderly Nutrition Program Subaward Number ENP242510 Subaward Period July 1, 2024 – June 30, 2025;

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

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

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

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

2.2.2.1 **Contract:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of West Covina for Elderly Nutrition Program Subaward Number ENP242510 Subaward Period July 1, 2024 – June 30, 2025;

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

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

2.2.2.4 **Subcontractor:** A third-party

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

3.0 WORK

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

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

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

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

3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient must provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary); Budget exhibit(s); and Mandated Program Services exhibit(s).

3.6 At County's request, Subrecipient must complete a new Budget exhibit(s) and Mandated Program Services exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents must be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.

3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient must adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work and Attachments), Attachment 2 (Performance Requirements Summary).

3.8 The Subaward Sum allocated for any Fiscal Year under this Subaward and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other ENP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Subaward Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Subaward Sum).

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

4.0 TERM OF SUBAWARD

4.1 The term of this Subaward will be one (1) year commencing on July 1, 2024, upon execution by the parties, and will continue through June 30, 2025, 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, The County will have the sole option to extend this 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 may be exercised at the sole discretion of County's Director or their designee as authorized by the Board.

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

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

5.0 SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year or Program Year identified in each such document. This unit rate(s) will remain firm and fixed throughout the entire term of such Fiscal Year or Program Year under this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual, and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc.

5.1.1.2 County will reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work and Attachments), Budget exhibit(s) and Mandated Program Services exhibit(s). In the event that County or any of its duly authorized representatives (including, but not limited to,

Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County will remedy such discrepancy(ies) at County's sole discretion.

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

5.1.2 **Funding Allocations**

5.1.2.1 During the term of this Subaward, Subrecipient will receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **$318,700** ("Subaward Sum Year 1") and the year-to-date funding allocation is **$318,700** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **$318,700** ("Subaward Sum Year 2"); **$318,700** ("Subaward Sum Year 3"); and, **$318,700** ("Subaward Sum Year 4"). If County exercises all renewal options under this Subaward, the Maximum Subaward Sum is projected to be **$1,274,800**.

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

5.1.3.2.1 Subaward Sum: **$318,700**

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2024 – June 30, 2025

5.1.3.2.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services

5.2 **WRITTEN APPROVAL FOR REIMBURSEMENT**

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

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

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

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

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

5.5 **INVOICES AND PAYMENTS**

5.5.1 Subrecipient must invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A

(Statement of Work and Attachments) and elsewhere hereunder. Subrecipient must prepare invoices, which will include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice must be based on actual expenditures and Subrecipient will not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient will not submit an invoice based on 1/12th of the Subaward Sum allocated for the Fiscal Year under this Subaward).

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

5.5.3 **Intentionally Omitted**

5.5.4 **Submission of Invoices**

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

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

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

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

5.5.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds the Subaward Sum allocated for any Fiscal Year under this Subaward. Subrecipient must return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

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

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

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

5.5.5 **County Approval of Invoices**

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

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

5.5.6 **Payments to Subrecipient**

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work and Attachments) and any amendments, addendums, or modifications thereto. Such payment will not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has

no obligation to pay for any work except those Services expressly authorized by this Subaward.

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

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

5.5.6.4 **Past Due Invoice**

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

5.5.6.5 **Method of Compensation Adjustment**

5.5.6.5.1 During any Fiscal Year period within the term of this Subaward, County, at its sole discretion, has the option of altering the monthly method

of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that the Subaward Sum will be completely depleted before the end of a Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.

5.5.6.5.2 In no event will County's decision to alter the method of compensation affect the Term, the Subaward Sum allocated for any Fiscal Year under this Subaward, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

5.5.7 **Subaward-Related Documents**

5.5.7.1 Subrecipient must complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents must include, but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work and Attachments), Attachment 7 (Site Summary); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit E (Subrecipient's Administration); Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit J (Charitable Contributions Certification); Exhibit L (California Civil Rights Laws Certification); Exhibit M (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); Exhibit O (Subrecipient's Compliance with Encryption Requirements); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (List of Lower Tier Subawards); and Exhibit V (Certification of Compliance with County’s Defaulted Property Tax Reduction Program).

5.5.8 **Preference Program Enterprise– Prompt Payment**

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

5.6 **UNIT RATE ADJUSTMENTS**

5.6.1 In the event that County exercises its renewal option(s), Subrecipient may request a unit rate increase for the following Fiscal Year, where such increase(s) must only be based on the occurrence of any of the following and must include the information noted herein.

5.6.1.1 Increase in food costs (e.g., Caterer's costs, raw food costs, etc.); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total cost of food; number of units; food cost per unit; and any other relevant information that will facilitate County's review.

5.6.1.2 Increase in fuel costs (Home-Delivered Meals Services only); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost; number of miles; increased cost per mile; and any other relevant information that will facilitate County's review.

5.6.1.3 Increase in wages (e.g., minimum wage); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost the number of staff affected by minimum wage increase(s); hourly rate increase(s); number of hours; and any other relevant information that will facilitate County's review.

5.6.2 Subrecipient's request must be provided in writing and must include a detailed justification for the increase based on meeting one or more of the conditions noted in Subparagraph 5.6.1. Subrecipient must be able to provide supporting documentation to substantiate any request for a unit rate increase. The written request must be submitted to County's Contract Manager no later than April 1 of the of the Fiscal Year preceding the Fiscal Year in which the unit rate(s) adjustment is expected to take effect.

5.6.3 County has the sole discretion to approve or reject Subrecipient's request.

5.6.3.1 All such requests must not cause or authorize exceeding the maximum annual Subaward Sum or the Maximum Subaward Sum.

5.6.4 County may negotiate with Subrecipient to decrease its unit rate(s) for the following Fiscal Year in which the unit rate(s) decrease is expected to take effect when County determines that Subrecipient's unit rate(s)exceeds the actual costs to provide Program Services. In the event that the unit rate(s) is increased or decreased for any Fiscal Year after the first Fiscal Year, County will provide Subrecipient written confirmation of the final unit rate(s); otherwise the unit rate(s) will remain the same as that which is reflected for the first Fiscal Year of this Subaward.

5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

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

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward must be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Subrecipient must comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and must adhere to the strict administrative and fiscal standards described therein. Subrecipient will be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available via the Internet at eCFR :: 45 CFR Part 75 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and eCFR :: Title 2 of the CFR -- Grants and Agreements. Subrecipient must also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.7.3 **Limitations on Subaward Sums**

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

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

will not carry forward (or roll-over) to the following Fiscal Year.

5.7.4 **Prohibitions on Subaward Sums**

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

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

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

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

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

5.7.4.6 Subrecipient and any approved Lower Tier Subrecipient(s) must comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5.8 **OTHER SUBAWARDS**

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

Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.

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

5.9 JOINT FUNDING REVENUES

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

5.10 FEDERAL AWARD INFORMATION

5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but no limited to, the following: Federal Award Identification Number (FAIN), Assistance Listings Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and any approved Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient must provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.

5.10.2 Subrecipient Name: City of Norwalk

5.10.3 Subrecipient's UEI Number: ZHHFLMKMZKL1

5.10.4 Federal Award Identification Number (FAIN): 2401CAOACM-01; and 2401CAOANS-01

5.10.5 Federal Award Date: July 1, 2024

5.10.6 Subaward Period of Performance Start and End Date: July 1, 2024 – June 30, 2025

5.10.7 Amount of Federal Funds Obligated by this Action: $318,700

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): $318,700

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): $318,700

5.10.10 Federal Award Project Description: Federal Title IIIC1 3C1L; and NSIP C1 NC1L

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 Numbers and Titles: 93.045 – Special Programs for the Aging, Title III, Part C (Nutrition Services); and 93.053 Nutrition Services Incentive Program

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 SUBRECIPIENT INDIRECT COSTS

5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is ten percent (10%) of Subrecipient's modified total direct costs for Title III C-1 Program Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).

5.11.2 Subrecipient must ensure that it has an approved indirect cost rate accepted by all Federal awarding agencies or an allocation plan approved by County, which documents the methodology used to determine the indirect costs, prior to reporting any indirect costs on Budget exhibit(s) and/or requesting reimbursement for such costs. Subrecipient must maintain documentation of its approved indirect cost rate/allocation plan in accordance with the requirements noted under Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.11.3 Subrecipient must not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind for purposes of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.

5.11.4 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].

5.11.5 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards) which is available on-line at Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01-043024.pdf (lacounty.gov)

5.12 MATCH CONTRIBUTION

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

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

5.12.3 **Forms of Match Contributions**

5.12.3.1 **Match Cash Contribution**

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

5.12.3.2 **Match In-Kind Contribution**

5.12.3.2.1 A match in-kind contribution is a non-monetary donation of goods, properties or services which

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

5.12.3.3 **Determination of In-Kind Volunteer Services**

5.12.3.3.1 Volunteer services may be used to meet the match contribution requirement and must l be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match must not exceed more than fifty percent (50%) of the required match contribution.

5.12.3.3.2 The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services must be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent must be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

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

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

5.13.2 Subrecipient (that is, "Contractor") must submit a direct deposit authorization request via the website

https://directdeposit.lacounty.gov with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

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

6.2 COUNTY'S CONTRACT MANAGER

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

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

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

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

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

6.3 **COUNTY'S PROGRAM MANAGER**

6.3.1 The role of County's Program Manager or their designee may include:

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

6.4 **COUNTY'S COMPLIANCE MANAGER**

6.4.1 The role of County's Compliance Manager or their designee may include:

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

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

6.4.1.3 Ensuring that the objectives of this Subaward are met.

6.5 **COUNTY'S CONTRACT ANALYST**

6.5.1 The role of the 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 designated 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 they occur.

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

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

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

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

7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

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

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

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

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Each of Subrecipient's or Lower Tier Subrecipient's, as applicable, staff/employees providing Services under this Subaward, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation must be conducted on an annual basis throughout the entire term of this

Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but must not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

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

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

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

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

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

7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).

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

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

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

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

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

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

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

7.6 **CONFIDENTIALITY**

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

7.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims,

demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph, Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 7.6 must be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

7.6.5 **Unauthorized Disclosure**

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

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

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

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

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

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

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

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

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

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

8.1.5 **Change Notice**

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, 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, they must ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee must have the ability and authority to act as a proxy on behalf of Authorized Representative, and this authority must also be evidenced in writing by Authorized Representative. Authorized Representative must further ensure that they can be contacted by their designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work and Attachments).

8.3.3 **Board of Directors' Resolution**

8.3.3.1 Subrecipient must submit its Board of Directors' resolution, which provides written evidence to support the delegated

authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence must adhere to the following requirements outlined in this Subparagraph 8.3.3.

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

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

8.4 BUDGET REDUCTIONS

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

8.5 **COMPLAINTS**

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

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

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

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

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

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

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

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

8.5.9 Subrecipient must provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance will be final and irrevocable.

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

8.6 **COMPLIANCE WITH APPLICABLE LAWS**

8.6.1 In the performance of this Subaward, Subrecipient must comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient must also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by

Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.

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

8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 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, "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. The provisions of this subparagraph 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 of the Subaward 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 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 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 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
Los Angeles, CA 90020

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

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

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

providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Changes in Insurance**

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

8.24.5 **Failure to Maintain Insurance**

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

8.24.6 **Insurer Financial Ratings**

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

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

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

8.24.8 **Waivers of Subrogation**

8.24.8.1 To the fullest extent permitted by law, Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against

County under all the Required Insurance for any loss arising from or relating to this Subaward. Subrecipient must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 **Lower Tier Subrecipient Insurance Coverage Requirements**

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

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

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

8.24.11 **Claims Made Coverage**

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

8.24.12 **Application of Excess Liability Coverage**

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

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

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

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

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

8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability**

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

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

8.25.2 **Automobile Liability**

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

8.25.3 **Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars ($1,000,000) per accident. If Subrecipient will provide leased employees, or is an employee leasing or temporary staffing firm or a

professional employer organization ("PEO"), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Sexual Misconduct Liability**

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

8.25.5 **Intentionally Omitted**

8.25.6 **Property Coverage**

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

8.25.7 **Intentionally Omitted**

8.25.8 **Intentionally Omitted**

8.25.9 **Cyber Insurance Liability**

8.25.9.1 Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least three million dollars ($3,000,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach

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

8.26 **LIQUIDATED DAMAGES**

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

8.26.2 If County's Director, or their designee determines that there are deficiencies in the performance of this Subaward that County's Director, or their designee deems are correctable by Subrecipient over a certain time span, County's Director, or their designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Department 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) or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary). Subrecipient will be liable to County for liquidated damages in said amount and this amount will be deducted from County's payment to Subrecipient.

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

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

8.26.5 This Subparagraph must not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary) or Subparagraph 8.26.3, and must not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary) or assessing actual costs of the damage.

8.27 **MOST FAVORED PUBLIC ENTITY**

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

8.28 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

8.28.2 Contractor certifies to County each of the following:

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

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

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

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

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

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

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

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

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

constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 **NON-EXCLUSIVITY**

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

8.30 **NOTICE OF DELAYS**

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

8.31 **NOTICE OF DISPUTES**

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

8.32 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

8.33 **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

8.33.1 Subrecipient (that is, "Contractor") must notify and provide to its employees, and will require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in

Exhibit G (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at 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.

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

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

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

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

8.38.4 **Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend seven hundred fifty thousand dollars ($750,000) 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 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 ENP242510) with County of Los Angeles Aging and Disabilities Department and will be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward must inure to the benefit of County of Los Angeles.

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

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

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

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

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

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

8.42 **TERMINATION FOR CONVENIENCE**

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

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

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

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

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

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

8.43 **TERMINATION FOR DEFAULT**

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

8.43.1.1 Subrecipient has materially breached this Subaward; or

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

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

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

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to acts of nature or of the public enemy, acts of County in either its sovereign or

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

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

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

8.44 **TERMINATION FOR IMPROPER CONSIDERATION**

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

8.44.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

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

8.45 **TERMINATION FOR INSOLVENCY**

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

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

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

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

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

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

8.46 **TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

8.47 **TERMINATION FOR NON - APPROPRIATION OF FUNDS**

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

8.48 **VALIDITY**

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

8.49 **WAIVER**

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

8.50 **WARRANTY AGAINST CONTINGENT FEES**

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

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

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

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

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

8.52.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), will constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to Los Angeles County Code Chapter 2.206. Prior to the commencement of this Subaward, Subrecipient must complete Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

8.53 **TIME OFF FOR VOTING**

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

8.54 **COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY**

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

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

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

8.55 **INTENTIONALLY OMITTED**

8.56 **COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

8.56.1 Subrecipient (that is, "Contractor"), and its Lower Tier Subrecipient(s) must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. 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 PROHIBITING 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 1116

9.1.3 Elder and Dependent Adult Abuse Reporting

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

abuse and must submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.1.4 **Withholding of Payment**

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

9.2 **AMERICANS WITH DISABILITIES ACT (ADA)**

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

9.3 **CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipient (that is, "Contractor") to complete Exhibit J (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 MODIFICATIONS

9.9.1 Modifications to this Subaward

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

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

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this

Subaward and adequately cover the provision of Services.

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

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

9.9.2 **Budget Modifications**

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

9.9.3 **Program Modifications**

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

9.10 NEPOTISM

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

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.11.1 County will be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.

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

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

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

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

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

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

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

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is

formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

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

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

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

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

9.13 PROBATION AND SUSPENSION

9.13.1 Subrecipient may be placed on probation, suspension or a combination thereof when County determines that Subrecipient is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Subaward and/or when Subrecipient has demonstrated a consistent and significant lack of achievement of the Subaward goals (including, but not limited to, meeting the requirements for Program performance, the Budget(s), 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, completing the closeout procedures identified in Subparagraph 9.21.2 (Closeout Reporting Requirements), implementing the approved Transition Plan, and performing any other requirement(s) that County deems as reasonably necessary to effectuate the successful transition of Program Services to another Service provider. County will not be unreasonable in its request(s).

9.14.2 **Transition Plan**

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

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

9.14.3 **Elements of the Transition Plan**

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

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

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

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

9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and

Accountability Act of 1996 or other Federal, State, or local laws and regulations.

9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.

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

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

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

9.14.4 **Implementation of the Transition Plan**

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

9.15 **TRAVEL EXPENSES**

9.15.1 Subrecipient must obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).

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

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

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

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

9.16 DRUG-FREE WORKPLACE

9.16.1 Subrecipient and any approved Lower Tier Subrecipient(s) must adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must provide and maintain a drug-free workplace for all of their employees, and must have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, any approved Lower Tier Subrecipient or both will subject Subrecipient to remedies available under the terms of this Subaward. Such remedies will include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which will be determined by County at County's sole discretion.

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

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

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

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient must use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit K

(Information Security and Privacy Requirements) set forth the requirements for the ITS which Subrecipient must use. This Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient must have in place by the effective date of this Subaward and which Subrecipient must maintain throughout the Subaward term. They present a minimum standard only. Subrecipient must implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient must also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

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

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

9.17.3.1 **Data Entry**

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

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

Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Subrecipient must not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.3.2 **Data Records**

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

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

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

9.17.3.3 **MIS Personnel**

9.17.3.3.1 Subrecipient must assign an employee to have the primary responsibility for data entry into the MIS. This employee will be the primary contact person for data issues and problems. This employee will also be assigned a password to log-in and enter Program, Service delivery and

Client data. Subrecipient must designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient must ensure that its users do not share their user identification and password information.

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

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

9.17.4 **County Information Assets**

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

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

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

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

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

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

9.17.5 **Data Destruction**

9.17.5.1 When 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: http://csrc.nist.gov/publications/drafts-pubs#SP-800-88-Rev._%201 and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the PSCI cannot be retrieved.

9.17.5.3 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.

9.17.8 **Security Incident Reporting**

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

9.17.8.2 **Notification of Security Breach to County**

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

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

measures being taken to address the occurrence.

9.17.8.3 **Notification of Security Breach to Clients**

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

9.17.9 **Electronic Backups**

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

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

9.18 **REMEDIES FOR NON-COMPLIANCE**

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

9.19 **PAYMENT AND PERFORMANCE GUARANTIES**

9.19.1 Throughout the entire term of this Subaward, including the original term and any renewals or extensions thereto, County, at its sole discretion,

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

9.19.2 **Payment Guaranty**

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

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

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

9.19.2.4 The Payment Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an

A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.3 **Performance Guaranty**

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

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

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

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

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

9.19.3.2.4 Cash

9.19.3.3 The Performance Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in

the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

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

9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which will be initiated through a budget modification. This budget modification must be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget modification, Subrecipient will ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient must continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 SUBAWARD DOCUMENT DELIVERABLES

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

9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

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

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

9.20.3 **Subaward Compliance Documents**

9.20.3.1 **Business License**

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

9.20.3.2 **Certificate of Insurance**

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

9.20.3.3 **Fire Department Inspection Report**

9.20.3.3.1 For each Service site that Client will visit, Subrecipient must obtain a fire inspection of its facility(ies). The inspection must be conducted

by the Los Angeles County Fire Department or by Subrecipient's local fire department. Subrecipient must obtain a written report of the inspection which must be provided to County at the beginning of the first Fiscal Year or Program Year of this Subaward, or upon the opening of each new Service site. In the event that violations are noted on the inspection report, Subrecipient must ensure that it complies with all corrective measures as directed by the fire department. Subrecipient must provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report must be current within the most recent twelve (12) month period. Subrecipient is responsible for knowing and understanding their local fire department requirements and guidelines and must ensure ongoing compliance with fire inspection pursuant to local ordinances and regulations.

9.20.3.4 **Public Health Permit**

9.20.3.4.1 For every Service site where Subrecipient provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Contractor must provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.20.3.5 **Health Department Inspection Report**

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

9.20.3.6 **Vehicle Smog Certification**

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

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

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

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

9.20.4.2 **Board of Directors' Resolution**

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

9.20.4.3 **Board of Directors Roster**

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

9.20.4.4 **Bylaws**

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

9.20.4.5 **Complaint Policies and Procedures**

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

9.20.4.6 **Organization Chart**

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

9.20.4.7 **Lower Tier Subaward**

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

9.20.4.8 **Tax Exempt Status Letter**

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

9.20.5 **Reporting Documents**

9.20.5.1 **Cost Allocation Plan**

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

9.20.5.2 **Closeout Report**

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

9.20.5.3 **Other Reporting Documents**

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

9.21 **FISCAL REPORTING REQUIREMENTS**

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

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

9.21.1.2 The Cost Allocation Plan must adhere to the requirements outlined in the following: County directives (including but not limited to AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards)) which may be obtained at Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01-043024.pdf (lacounty.gov), Exhibit Q (Accounting,

Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan must include the following information:

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

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

9.21.1.2.3 List of all the funded programs.

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

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

9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.

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

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

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

9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward), Subrecipient must submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient must submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.

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

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

9.21.2 **Closeout Reporting Requirements**

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

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

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

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

9.21.2.5 At the end of the funding cycle/during the closeout, Subrecipient must ensure that all of the following items match:

9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).

9.21.2.5.2 The Grant Share, which is allocated by line items on Subrecipient's Closeout Report, where the Grant Share is the actual Subaward Sum that Subrecipient has budgeted by line items/cost categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).

9.21.2.5.3 The Amount Received by line item as reported on Subrecipient's Closeout Report, where the Amount Received is the actual Subaward Sum reimbursed to Subrecipient for its line items.

9.21.2.6 In the event that the line item amounts reflected as the Subaward Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County will allow a maximum of ten percent (10%) variance between the Subaward Sum and Grant Share (specifically, the variance between the Subaward Sum line items reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report).

9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Subaward Sum of $100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space will be $100, and the Amount Received reflected on the Closeout Report for Space will be $100. Alternatively, if the Subaward Sum for Space is reflected on the final approved

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

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

9.21.3 **Program Income Requirements**

9.21.3.1 Program Income includes, but is not limited to:

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

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

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

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

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

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

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

9.21.3.5 Program Income must be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Budget exhibit(s) then County will recapture the balance of the unexpended

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

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

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

9.22 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

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

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

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

9.23 UNUSUAL OCCURRENCES AND CRIME

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

officer by telephone and in writing, and to County by telephone and also in writing or by email.

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

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

9.24 **FEMA PROVISIONS**

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

9.25 **INTENTIONALLY OMITTED**

9.26 **REDUCING SINGLE-USE PLASTICS**

9.26.1 **Reduce Single Use Plastics**

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

9.26.2 **Procurement Data Reporting**

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

10.0 SURVIVAL

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions and Headings)

Paragraph 3 (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 8.6.2 (Compliance with Applicable Laws)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection and Audit Settlement)

Subparagraph 8.42 (Termination for Convenience)

Subparagraph 8.43 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Wavier)

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

Subparagraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)

Subparagraph 9.11 (Ownership of Materials, Software and Copyright)

Subparagraph 9.12 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10.0 (Survival)

//

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

COUNTY OF LOS ANGELES

By Laura Trejo (Jun 27, 2024 08:20 PDT) Jun 27, 2024

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

SUBRECIPIENT

City of West Covina
Subrecipient's Legal Name

ENP242510
Subaward Number

By Paulina Morales Jun 26, 2024

Name of Authorized Representative — Date

City Manager
Title

Paulina Morales (Jun 26, 2024 15:38 PDT)
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By _____
Lawrence M. Green
Senior Deputy County Counsel

By _____ _____

Name of Authorized Representative — Date

_____
Title

_____
Signature

EXHIBIT B1 (BUDGET)

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

Program Services: CONGREGATE MEAL SERVICES
Fiscal Year: 2024-2025
Funding Type: Older Americans Act Title III C-1
Supervisorial District: Select Supervisorial District
Subaward Number: ENP242510
Amendment Number: N/A **Modification Number:** N/A
Subrecipient's Legal Name: City of West Covina

1444 W Garvey Ave S	West Covina	CA	91790
Main Administrative Office Address	City	State	Zip Code
[Enter Address]	[Enter City]	ok	[Enter Zip]
Mailing Address (if different from above)	City	State	Zip Code

Prefix	Name	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Paulina Morales	City Manager	626-939-8401	[Enter]	pmorales@westcovina.org
Ms.	Vanessa Ibanez	Recreation Services Supervisor	626-939-8769	[Enter]	vibanez@westcovina.org
Ms.	Vanessa Ibanez	Recreation Services Supervisor	626-939-8769	[Enter]	vibanez@westcovina.org

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)		SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING	(G) UNIT RATE		
			(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY1	(2) SF	(3) TOTAL FUNDING
	(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)			
American Meals	$ 290,094	$ 28,606	$ 38,250	[Enter]	$ 21,750	[Enter]	$ 10,000	$ 388,700	$ 7.91	$ 1.74	$ 9.65
Ethnic Meals (Cambodian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Ethnic Meals (Chinese)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Ethnic Meals (Indian/ Vegetarian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Ethnic Meals (Kosher)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Grab and Go C-1 Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Equipment (Purchases) (4)	[Enter]	[Enter]	[Enter]		[Enter]			$ -			
Equipment (Other) (5)				[Enter]		[Enter]		$ -			
Grand Total (6)	$ 290,094	$ 28,606	$ 38,250	$ -	$ 21,750	$ -	$ 10,000	$ 388,700			

COUNTY USE ONLY			
Assigned Program Analyst:	Kwan (Leo) Yeung	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Bernardo Franco		
Budget Reviewed and Approved by:	Aylin Karim Masihi	Date:	7/24/2024

NOTE:
(1) The SSY1 for each Service Category shall match the SSY1 Cash Other reflected in Exhibit C1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(2) The SF for each Service Category shall match the SF reflected in Exhibit C1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(3) The minimum required total mach is twelve percent (12%) of SSY1.

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

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: Select Supervisorial District

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Rec Services Sup/Project Mgr	15%	$ 5,511	12	$ 9,920	$ 9,920						$ 9,920	$0
Head Cook/Food Svcs Mgr/Site Mgr	100%	$ 4,719	12	$ 56,628	$ 56,628						$ 56,628	$0
Assistant Cook (PT)	80%	$ 2,029	12	$ 19,483	$ 19,483						$ 19,483	$0
Food Service Worker (PT)	80%	$ 1,764	12	$ 16,934	$ 16,934						$ 16,934	$0
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				$ 102,965	$ 102,965	$ -	$ -	$ -	$ -	$ -	$ 102,965	$0
Taxes 3.95%				$ 4,064	$ 4,064	(3)	(3)	(3)	(3)	(3)	$ 4,064	$0
Benefits 30.00%				$ 30,889	$ 30,889	(4)	(4)	(4)	(4)	(4)	$ 30,889	$0
TOTAL DIRECT PERSONNEL				$ 137,918	$ 137,918	$ -	$ -	$ -	$ -	$ -	$ 137,918	$0
INDIRECT												
Indirect Costs (Personnel)				$ 44,690	$ 13,490	$ 9,450	[Complete as needed]	$ 21,750	[Complete as needed]	[Complete as needed]	$ 44,690	$0
Do indirect costs exceed the ten percent (10%) maximum?								No				
GRAND TOTAL												
GRAND TOTAL PERSONNEL				$ 182,608	$ 151,408	$ 9,450	$ -	$ 21,750	$ -	$ -	$ 182,608	$0

NOTE:

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

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

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

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

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: Select Supervisorial District

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)					**[Complete as needed]**	[Complete as needed]	[Complete as needed]		
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

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

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

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: Select Supervisorial District

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Training												
Mileage (Cost/Mile) **(1)**												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					**(2)**	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) Effective January 1, 2024, County's approved mileage rate is $0.63 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: Select Supervisorial District

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

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

(A) LOWER TIER SUBRECIPIENT'S/SUBCONTRACTOR(S) NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SSY1		SF					(K) TOTAL FUNDING (G+H+I+J)	(L) VARIANCE (F - K)
								(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
						(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT														
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
TOTAL DIRECT LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT														
Indirect Costs (Lower Tier Subaward(s)/Subcontract(s) for Catered Food)						(2)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?														
GRAND TOTAL														
GRAND TOTAL LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

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

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column G (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: Select Supervisorial District

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

V. BUDGET DETAIL - RAW FOOD

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	(F) SSY1 (2) CASH NSIP	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT													
American Meals	$ 4.00	3,358	12	**$ 160,992**	$ 103,586	$ 28,606	$ 28,800		$ -			**$ 160,992**	**$0**
Ethnic Meals (Cambodian)													
Ethnic Meals (Chinese)													
Ethnic Meals (Indian/Vegetarian)													
Ethnic Meals (Kosher)													
Grab and Go C-1 Meals													
TOTAL DIRECT RAW FOOD				**$ 160,992**	**$ 103,586**	**$ 28,606**	**$ 28,800**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 160,992**	**$0**
INDIRECT													
Indirect Costs (Raw Food)					(1)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?													
GRAND TOTAL													
GRAND TOTAL RAW FOOD				**$ 160,992**	**$ 103,586**	**$ 28,606**	**$ 28,800**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 160,992**	**$0**

NOTE:

(1): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: Select Supervisorial District

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

VI. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

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

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: Select Supervisorial District

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

VII. BUDGET DETAIL - EQUIPMENT

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

NOTE:

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

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

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

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

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

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

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

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: Select Supervisorial District

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

VIII. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Materials and Supplies (2 CFR 200.453 & 45 CFR 75.453)	$ 212.50	10	12	**$ 25,500**	$ 25,500						**$ 25,500**	**$0**
Lease (Equipment) (2 CFR 200.465 & 45 CFR 75.465) (3)	$ 300.00	1	12	**$ 3,600**	$ 3,600						**$ 3,600**	**$0**
Maintenance and Repairs (2 CFR 200.452 & 45 CFR 75.452)	$ 833.33	1	12	**$ 10,000**						$ 10,000	**$ 10,000**	**$0**
Professional Services (2 CFR 200.459 & 45 CFR 75.459)	$ 500.00	1	12	**$ 6,000**	$ 6,000						**$ 6,000**	**$0**
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
TOTAL DIRECT OTHER COSTS				**$ 45,100**	**$ 35,100**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,000**	**$ 45,100**	**$0**
INDIRECT												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				**$ 45,100**	**$ 35,100**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,000**	**$ 45,100**	**$0**

NOTE:

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

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

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

(4): Effective January 1, 2024, County's approved mileage rate is $0.63 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

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

(6): Subrecipient shall contact their assigned Contract Analyst if there is a cost(s) that Subrecipient would like to add that is not included in the drop down list. Subrecipient shall provide detailed explanation of the cost to County

(7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

(8): Per Agency lease is for a dishwasher and therm is for a year.

Program Services: CONGREGATE MEAL SERVICES
Fiscal Year: 2024-2025
Funding Type: Older Americans Act Title III C-1
Supervisorial District: Select Supervisorial District
Subaward Number: ENP242510
Amendment Number: N/A **Modification Number:** N/A
Subrecipient's Legal Name: City of West Covina

IX. BUDGET SUMMARY

	(A) COST CATEGORIES		(B) COSTS (1) (1) Total Budgeted Costs		(C) FUNDING CATEGORIES		(D) FUNDING (1) (1) Total Budgeted Costs
	DIRECT						
1	Personnel	**Cash Other (SSY1)**	**$ 137,918**	1	**SSY1**	Cash Other (SSY1)	$ 276,604
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			Cash NSIP (SSY1)	$ 28,606
2	Volunteers	In-Kind (SF)	$ -				
3	Volunteer Expenses	**Cash Other (SSY1)**	**$ -**			**Subtotal**	**$ 305,210**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
4	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	**$ -**	2	Match	Cash (SF)	$ 28,800
		Cash NSIP (SSY1)	**$ -**				
		Cash (SF)	$ -			In-Kind (SF)	$ -
		In-Kind (SF)	$ -				
5	Raw Food	**Cash Other (SSY1)**	**$ 103,586**	3	Non-Match	Cash (SF)	$ -
		Cash NSIP (SSY1)	**$ 28,606**				
		Cash (SF)	$ 28,800				
		In-Kind (SF)	$ -				
6	Space	**Cash Other (SSY1)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
7	Equipment	**Cash Other (SSY1)**	**$ -**	4	Program Income	Cash (SF)	$ 10,000
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
8	Other Costs	**Cash Other (SSY1)**	**$ 35,100**				
		Cash (SF)	$ 10,000				
		In-Kind (SF)	$ -				
9	**Subtotal Direct Costs**	**Cash Other (SSY1)**	**$ 276,604**	5	**Subtotal Funding for Direct Costs**	**Cash Other (SSY1)**	**$ 276,604**
		Cash NSIP (SSY1)	**$ 28,606**			**Cash NSIP (SSY1)**	**$ 28,606**
		Cash (SF)	$ 38,800			Cash (SF)	$ 38,800
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
	Variance (Costs-Funding)	**Cash**					
		In-Kind					

IX. BUDGET SUMMARY

	(A) COST CATEGORIES		(B) COSTS (1) (1) Total Budgeted Costs		(C) FUNDING CATEGORIES		(D) FUNDING (1) (1) Total Budgeted Costs
INDIRECT							
10	Personnel	**Cash Other (SSY1)**	**$ 13,490**	6	**SSY1**	Cash Other (SSY1)	**$ 13,490**
		Cash (SF)	$ 31,200				
		In-Kind (SF)	$ -				
11	Volunteers	In-Kind (SF)	$ -				
12	Volunteer Expenses	**Cash Other (SSY1)**	**$ -**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	**$ -**	7	Match	Cash (SF)	$ 9,450
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
14	Raw Food	**Cash Other (SSY1)**	**$ -**	8	Non-Match	Cash (SF)	$ 21,750
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
15	Space	**Cash Other (SSY1)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Other Costs	**Cash Other (SSY1)**	**$ -**	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	**Subtotal Indirect Costs**	**Cash Other (SSY1)**	**$ 13,490**	10	**Subtotal Funding for Indirect Costs**	**Cash Other (SSY1)**	**$ 13,490**
		Cash (SF)	$ 31,200			Cash (SF)	$ 31,200
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
	Variance (Costs-Funding)	**Cash**					
		In-Kind					
GRAND TOTAL							
20	**Total Costs**	**Cash Other (SSY1)**	**$ 290,094**	11	**Total Funding**	**Cash Other (SSY1)**	**$ 290,094**
		Cash NSIP (SSY1)	**$ 28,606**			**Cash NSIP (SSY1)**	**$ 28,606**
		Cash (SF)	$ 70,000			Cash (SF)	$ 70,000
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
21	**GRAND TOTAL COSTS**		**$ 388,700**	12	**GRAND TOTAL FUNDING**		**$ 388,700**
Variance (Costs-Funding)			**$0**				
Subrecipeint meets minimum match requirement.			Match Met				

NOTE:
(1): Costs and Funding shall match.

EXHIBIT C1 (MANDATED PROGRAM SERVICES)

Program Services:	**Congregate Meal Services**
Fiscal Year:	2024-2025
Funding Type:	Older Americans Act Title III C-1
Supervisorial District:	One
Subaward Number:	ENP242510
Amendment Number:	N/A **Modification Number:** N/A
Subrecipient's Legal Name:	City of West Covina

1444 W Garvey Ave S	West Covina	CA	91790
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Address]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Roxanne Lerma	Assistant City Manager	626-939-8401	[Enter]	rlerma@westcovina.org

Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Vanessa Ibanez	Recreation Services Supervisor	626-939-8769	[Enter]	vibanez@westcovina.org

Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Vanessa Ibanez	Recreation Services Supervisor	626-939-8769	[Enter]	vibanez@westcovina.org

COUNTY USE ONLY			
Assigned Program Analyst:	**Kwan (Leo) Yeung**		
Assigned Contract Analyst:	**Bernardo Franco**		
MPS Reviewed and Approved by:	**Kwan (Leo) Yeung**	**Date:**	**7/25/2024**

Program Services:	**Congregate Meal Services**
Fiscal Year:	2024-2025
Funding Type:	Older Americans Act Title III C-1
Supervisorial District:	One
Subaward Number:	ENP242510
Amendment Number:	N/A
Modification Number:	N/A
Subrecipient's Legal Name:	City of West Covina

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY		(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
American Meals		**SSY1 (6) (Cash Other)**	40,291	$ 7.20	**$ 290,094**	1100
		SSY1 (Cash NSIP)	40,291	$ 0.71	**$ 28,606**	
		Subtotal SSY1 (Cash Other and Cash NSIP)		**$ 7.91**	**$ 318,700**	
		SF (7) (Cash and In-Kind)	40,291	$ 1.74	$ 70,000	
		Total (4)	**40,291**	**$ 9.65**	**$ 388,700**	
Ethnic Meals	**[Select Ethnic Meal Style]**	**SSY1 (6) (Cash Other)**	[Enter Units]	[Enter Unit Rate]		
		SSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ -	$ -	
		SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		Total (4)	**[Enter Total Unduplicated Units]**			
Ethnic Meals	**[Select Ethnic Meal Style]**	**SSY1 (6) (Cash Other)**	[Enter Units]	[Enter Unit Rate]		
		SSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ -	$ -	
		SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		Total (4)	**[Enter Total Unduplicated Units]**			
Grab and Go C-1 Meals		**SSY1 (6) (Cash Other)**	[Enter Units]	[Enter Unit Rate]		
		SSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ -	$ -	
		SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		Total (4)	**[Enter Total Unduplicated Units]**			
Equipment (Purchases) (8)					[Enter Approved Amount]	
Equipment (Other) (9)					[Enter Approved Amount]	
GRAND TOTAL SERVICES/FUNDING			**40,291**		**$ 388,700**	-

NOTE:

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

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

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

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service shall match the corresponding Total Units reflected in Sections II, III, IV and V (Services by Month) column (P) Total.

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

(6) SSY1: Subaward Sum Year 1

(7) SF: Subrecipient's Funds

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

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

Program Services: Congregate Meal Services
Fiscal Year: 2024-2025
Funding Type: Older Americans Act Title III C-1
Supervisorial District: One
Subaward Number: ENP242510
Amendment Number: N/A **Modification Number:** N/A
Subrecipient's Legal Name: City of West Covina

II. SERVICES BY MONTH - AMERICAN MEALS

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	West Covina	1,100	3,357	3,357	3,357	3,357	3,357	3,357	3,357	3,357	3,360	3,360	3,358	3,357	**40,291**
2															**0**
3															**0**
4															**0**
5															**0**
6															**0**
7															**0**
8															**0**
9															**0**
10															**0**
11															**0**
12															**0**
13															**0**
14															**0**
15															**0**
Grand Total		**1,100**	**3,357**	**3,357**	**3,357**	**3,357**	**3,357**	**3,357**	**3,357**	**3,357**	**3,360**	**3,360**	**3,358**	**3,357**	**40,291**

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

Program Services: Congregate Meal Services

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

III. SERVICES BY MONTH - ETHNIC MEALS

[Select Ethnic Meal Style]

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

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

Program Services: Congregate Meal Services

Fiscal Year: 2024-2025

Funding Type: Older Americans Act Title III C-1

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

IV. SERVICES BY MONTH - ETHNIC MEALS

[Select Ethnic Meal Style]

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

NOTE:

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

Program Services: Congregate Meal Services
Fiscal Year: 2024-2025
Funding Type: Older Americans Act Title III C-1
Supervisorial District: One
Subaward Number: ENP242510
Amendment Number: N/A **Modification Number:** N/A
Subrecipient's Legal Name: City of West Covina

V. SERVICES BY MONTH - GRAB AND GO MEALS

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

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

LOS ANGELES COUNTY
Aging & Disabilities Department

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

EXECUTIVE LEADERSHIP
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Director

Lorenza C. Sánchez
Chief Deputy Director

Mike Tsao
Administrative Deputy II

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Assistant Director

Winna S. Crichlow
Assistant Director

Mariella Freire-Reyes
Assistant Director

Jerrell D. Griffin
Acting 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

Revised (6/12/2024)

May 20, 2024

City of West Covina
Attention: Ms. Paulina Morales
1444 W. Garvey Ave South
West Covina, CA 91790

FISCAL YEAR 2024-25 BASELINE FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Morales:

The Board of Supervisors has approved County of Los Angeles Aging and Disabilities Department (County) to enter into an Elderly Nutrition Program (ENP) Subaward with the City of Norwalk (Subrecipient). The Subaward information is outlined below:

- Purpose: Subrecipient will utilize baseline funding to provide defined and contracted ENP Older Americans Act (OAA) Title III C-1, Services during Fiscal Year (FY) 2024-25.
- Subaward Number: ENP242510
- Amendment Number: N/A
- Subaward Term: July 1, 2024 through June 30, 2025
- Total Funding Allocation: $318,700
- Period Funds are available for use (Subject to execution of Subaward): July 1, 2024 through June 30, 2025
- Service Area: Supervisorial District 1
- Funding Source(s) and Service Category(ies) are as follows:

Funding Source	Service Category	Unit Rate	NSIP Rate	Total Unit Rate	Allocation Amount
OAA Title III C-1	American Meals	$7.20	$0.71	$7.91	$318,700 [1]
	Ethnic Meals				
Subaward Sum Year 1 (SSY1)					**$318,700**

[1] **Complete one (1) budget and one (1) MPS for the Allocation Amount.**

If you have any questions, please contact Bernardo Franco of my staff by phone or e-mail as follows: (323) 449-5802 or bfranco@ad.lacounty.gov.

Thank you.

Mike Tsao

Mike Tsao, Administrative Deputy II
Administrative Services Branch

ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD NUMBER ENP242510
SUBAWARD PERIOD JULY 2024 – JUNE 2025

AMENDMENT ONE

This Amendment is made and entered into by and between

COUNTY OF LOS ANGELES THROUGH ITS
AGING AND DISABILITIES DEPARTMENT

("County" or "AD")

County's Business Address
510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

and

CITY OF WEST COVINA
("Contractor" or "Subrecipient")

Subrecipient's Business Address
1444 w. Garvey Ave South
West Covina, CA 91790

WHEREAS, reference is made to that certain document originally entitled "Elderly Nutrition Program (ENP) Subaward Number ENP242510 Subaward Period July 2024 – June 2025" dated July 1, 2024, ("Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

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

WHEREAS, it is the intent of the parties to amend this Subaward to allocate MOCA funding in the amount of $87,100, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during Fiscal Year (FY) 2024-25; and,

WHEREAS, it is the intent of the parties to also amend this Subaward to provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment will commence **upon execution by all parties.**

II. Subparagraph 5.1.3 is deleted and replaced as follows:

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

5.1.3.2.1 Subaward Sum: **$318,700**

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2024 – June 30, 2025

5.1.3.2.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services

5.1.3.3 MOCA funding for ENP Congregate Meal Services

5.1.3.3.1 Subaward Sum: $87,100

5.1.3.3.2 Service Area: Supervisorial District 1

5.1.3.3.3 Period of Performance: July 1, 2024 – June 30, 2025 (consistent with California Department of Aging contract number NM-2324-19)

5.1.3.3.4 Allocation Letter: Fiscal Year 2024-25 Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

III. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Contract: $318,700

5.10.7.2 Amendment One: $87,100 *(State MOCA funds)*

IV. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum):

5.10.8.1 Subaward Sum Year 1: $318,700 *(funds identified in Subparagraph 5.10.7.2 are excluded)*

V. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): $318,700 (*funds identified in Subparagraph 5.10.7.2 are excluded)*

VI. Subparagraph 9.17.7.4 is added as follows:

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.

VII. “Exhibit B1 (Budget) Amendment 1 {FY 2024-25 MOCA Funding}” is added, is an addendum to "Exhibit B1 (Budget)” and is incorporated herein by reference.

VIII. “Exhibit C1 (Mandated Program Services) Amendment 1 {FY 2024-25 MOCA Funding}” is added, is an addendum to "Exhibit C1 (Mandated Program Service)” and is incorporated herein by reference.

IX. The "Fiscal Year 2024-25 Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services” funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward will remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment One** to be subscribed on its behalf by the Director of Aging and Disabilities Department, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

COUNTY OF LOS ANGELES

By Laura Trejo (Oct 25, 2024 16:08 PDT) Oct 25, 2024

Dr. Laura Trejo, Director — Date
County of Los Angeles
Aging & Disabilities Department

SUBRECIPIENT

City of West Covina
Subrecipient's Legal Name

ENP242510
Subaward Number

By Paulina Morales Sep 17, 2024

Name of Authorized Representative — Date

City Manager
Title

Paulina Morales (Sep 17, 2024 19:59 PDT)
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By _____
Airionna Whitaker
Deputy County Counsel

By _____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

EXHIBIT B1 (BUDGET)
AMENDMENT 1 {FY 2024-25 MOCA FUNDING}

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

Program Services: CONGREGATE MEAL SERVICES
Fiscal Year: 2024-2025
Funding Type: Modernizing Older Californians Act (MOCA)
Supervisorial District: One
Subaward Number: ENP242510
Amendment Number: One **Modification Number:** N/A
Subrecipient's Legal Name: City of West Covina

1444 W Garvey S	West Covina	CA	91790
Main Administrative Office Address	**City**	**State**	**Zip Code**
[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Prefix	Name	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Roxanne Lerma	Assistant City Manager	626-939-8401	[Enter]	rlerma@westcovina.org
Ms.	Vanessa Ibanez	Recreation Services Supervisor	626-939-8769	[Enter]	vibanez@westcovina.org
[Select]	[Enter Name]	[Enter Title]	[Enter Number]	[Enter]	[Enter E-Mail]
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)		SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING	(G) UNIT RATE		
			(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY1	(2) SF	(3) TOTAL FUNDING
	(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)			
American Meals	$ 87,100	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ 87,100	$ 7.91	$ -	$ 7.91
Ethnic Meals (Cambodian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Ethnic Meals (Chinese)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Ethnic Meals (Indian/ Vegetarian)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Ethnic Meals (Kosher)	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Grab and Go C-1 Meals	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	$ -	[Enter]	[Enter]	$ -
Equipment (Purchases) (4)	[Enter]	[Enter]	[Enter]		[Enter]			$ -			
Equipment (Other) (5)				[Enter]		[Enter]		$ -			
Grand Total (6)	$ 87,100	$ -	$ -	$ -	$ -	$ -	$ -	$ 87,100			

COUNTY USE ONLY			
Assigned Program Analyst:	Sheri Stanton	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Bernardo Franco		
Budget Reviewed and Approved by:	Aylin Karim Masihi	Date:	10/21/2024

NOTE:
(1) The SSY1 for each Service Category shall match the SSY1 Cash Other reflected in Exhibit C1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(2) The SF for each Service Category shall match the SF reflected in Exhibit C1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(3) Match is optional and is not required for MOCA funding.

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

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

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: One **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
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[Enter title]												
SUBTOTAL DIRECT PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

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

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

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

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

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: One **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					**$ -**	**$ -**	**$ -**	**$ -**	**$0**
INDIRECT									
Indirect Costs (Volunteers)					**[Complete as needed]**	[Complete as needed]	[Complete as needed]		
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					**$ -**	**$ -**	**$ -**	**$ -**	**$0**

NOTE:

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

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

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: One **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Training												
Mileage (Cost/Mile) **(1)**												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					**(2)**	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) Effective January 1, 2024, County's approved mileage rate is $0.63 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: One **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

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

(A) LOWER TIER SUBRECIPIENT'S/SUBCONTRACTOR(S) NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SSY1		SF					(K) TOTAL FUNDING (G+H+I+J)	(L) VARIANCE (F - K)
								(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
						(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT														
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
TOTAL DIRECT LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT														
Indirect Costs (Lower Tier Subaward(s)/Subcontract(s) for Catered Food)						(2)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?														
GRAND TOTAL														
GRAND TOTAL LOWER TIER SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

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

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column G (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: One **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

V. BUDGET DETAIL - RAW FOOD

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	(F) SSY1 (2) CASH NSIP	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT													
American Meals	$ 4.00	1,815	12	**$ 87,100**	$ 87,100							**$ 87,100**	**$0**
Ethnic Meals (Cambodian)													
Ethnic Meals (Chinese)													
Ethnic Meals (Indian/Vegetarian)													
Ethnic Meals (Kosher)													
Grab and Go C-1 Meals													
TOTAL DIRECT RAW FOOD				**$ 87,100**	**$ 87,100**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 87,100**	**$0**
INDIRECT													
Indirect Costs (Raw Food)					(1)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?													
GRAND TOTAL													
GRAND TOTAL RAW FOOD				**$ 87,100**	**$ 87,100**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 87,100**	**$0**

NOTE:

(1): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: One **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

VI. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

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

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: One **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

VII. BUDGET DETAIL - EQUIPMENT

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

NOTE:

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

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

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

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

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

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

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

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: One **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

VIII. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

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

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

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

(4): Effective January 1, 2024, County's approved mileage rate is $0.63 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

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

(6): Subrecipient shall contact their assigned Contract Analyst if there is a cost(s) that Subrecipient would like to add that is not included in the drop down list. Subrecipient shall provide detailed explanation of the cost to County review.

(7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: CONGREGATE MEAL SERVICES
Fiscal Year: 2024-2025
Funding Type: Modernizing Older Californians Act (MOCA)
Supervisorial District: One
Subaward Number: ENP242510
Amendment Number: One **Modification Number:** N/A
Subrecipient's Legal Name: City of West Covina

IX. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1) (1) Total Budgeted Costs		(C) FUNDING CATEGORIES		(D) FUNDING (1) (1) Total Budgeted Costs
DIRECT							
1	Personnel	**Cash Other (SSY1)**	$ -	1	**SSY1**	Cash Other (SSY1)	$ 87,100
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			Cash NSIP (SSY1)	$ -
2	Volunteers	In-Kind (SF)	$ -				
3	Volunteer Expenses	**Cash Other (SSY1)**	$ -			**Subtotal**	**$ 87,100**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
4	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	$ -	2	Match	Cash (SF)	$ -
		Cash NSIP (SSY1)	$ -				
		Cash (SF)	$ -			In-Kind (SF)	$ -
		In-Kind (SF)	$ -				
5	Raw Food	**Cash Other (SSY1)**	$ 87,100	3	Non-Match		
		Cash NSIP (SSY1)	$ -			Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
6	Space	**Cash Other (SSY1)**	$ -				
		Cash (SF)	$ -			In-Kind (SF)	$ -
		In-Kind (SF)	$ -				
7	Equipment	**Cash Other (SSY1)**	$ -	4	Program Income		
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			Cash (SF)	$ -
8	Other Costs	**Cash Other (SSY1)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
9	**Subtotal Direct Costs**	**Cash Other (SSY1)**	$ 87,100	5	**Subtotal Funding for Direct Costs**	**Cash Other (SSY1)**	**$ 87,100**
		Cash NSIP (SSY1)	$ -			**Cash NSIP (SSY1)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					

IX. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1) (1) Total Budgeted Costs		(C) FUNDING CATEGORIES		(D) FUNDING (1) (1) Total Budgeted Costs
INDIRECT							
10	Personnel	**Cash Other (SSY1)**	**$ -**	6	**SSY1**	Cash Other (SSY1)	**$ -**
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
11	Volunteers	In-Kind (SF)	$ -				
12	Volunteer Expenses	**Cash Other (SSY1)**	**$ -**				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	**$ -**	7	Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
14	Raw Food	**Cash Other (SSY1)**	**$ -**	8	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
15	Space	**Cash Other (SSY1)**	**$ -**			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Other Costs	**Cash Other (SSY1)**	**$ -**	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	**Subtotal Indirect Costs**	**Cash Other (SSY1)**	**$ -**	10	**Subtotal Funding for Indirect Costs**	**Cash Other (SSY1)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					
GRAND TOTAL							
20	**Total Costs**	**Cash Other (SSY1)**	**$ 87,100**	11	**Total Funding**	**Cash Other (SSY1)**	**$ 87,100**
		Cash NSIP (SSY1)	**$ -**			**Cash NSIP (SSY1)**	**$ -**
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
21	**GRAND TOTAL COSTS**		**$ 87,100**	12	**GRAND TOTAL FUNDING**		**$ 87,100**
Variance (Costs-Funding)			**$0**				

NOTE:

(1): Costs and Funding shall match.

EXHIBIT C1 (MANDATED PROGRAM SERVICES)
AMENDMENT 1 {FY 2024-25 MOCA FUNDING}

Program Services:	**Congregate Meal Services**
Fiscal Year:	2024-2025
Funding Type:	Modernizing Older Californians Act (MOCA)
Supervisorial District:	One
Supervisorial District:	One
Subaward Number:	ENP242510
Amendment Number:	N/A **Modification Number:** N/A
Subrecipient's Legal Name:	City of West Covina

1444 W Garvey S	West Covina	CA	91790
Main Administrative Office Address	**City**	**State**	**Zip Code**

[Enter Address]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Roxanne Lerma	Assistant City Manager	626-939-8401	[Enter]	rlerma@westcovina.org

Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Vanessa Ibanez	Recreation Services Supervisor	626-939-8769	[Enter]	vibanez@westcovina.org

Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address
Ms.	Vanessa Ibanez	Recreation Services Supervisor	626-939-8769	[Enter]	vibanez@westcovina.org

COUNTY USE ONLY			
Assigned Program Analyst:	**Sheri Stanton**		
Assigned Contract Analyst:	**Bernardo Franco**		
MPS Reviewed and Approved by:	**Sheri Stanton**	**Date:**	**10/22/2024**

Program Services:	**Congregate Meal Services**
Fiscal Year:	2024-2025
Funding Type:	Modernizing Older Californians Act (MOCA)
Supervisorial District:	One
Subaward Number:	ENP242510
Amendment Number:	N/A
Modification Number:	N/A
Subrecipient's Legal Name:	City of West Covina

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY		(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
American Meals		SSY1 (6) (Cash Other)	11,011	$ 7.91	$ 87,100	
		SSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ 7.91	$ 87,100	
		SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		Total (4)	[Enter Total Unduplicated Units]	$ 7.91		
Ethnic Meals	[Select Ethnic Meal Style]	SSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
		SSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ -	$ -	
		SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		Total (4)	[Enter Total Unduplicated Units]			[Enter Unduplicated Clients]
Ethnic Meals	[Select Ethnic Meal Style]	SSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
		SSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ -	$ -	
		SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		Total (4)	[Enter Total Unduplicated Units]			
Grab And Go C-1 Meals		SSY1 (6) (Cash Other)	[Enter Units]	[Enter Unit Rate]		
		SSY1 (Cash NSIP)	[Enter Units]	[Enter Unit Rate]		
		Subtotal SSY1 (Cash Other and Cash NSIP)		$ -	$ -	
		SF (7) (Cash and In-Kind)	[Enter Units]	[Enter Unit Rate]		
		Total (4)	[Enter Total Unduplicated Units]			
Equipment (Purchases) (8)					[Enter Approved Amount]	
Equipment (Other) (9)					[Enter Approved Amount]	
GRAND TOTAL SERVICES/FUNDING			-		$ 87,100	-

NOTE:

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

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

(3) Please enter the number of Units for each Service Category to be provided using SSY1 (Cash Other), SSY1 (Cash NSIP), and SF.
(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service shall match the corresponding Total Units reflected in Sections II, III, and IV (Services by Month) column (P) Total.
(5) Thet Total and Grand Total amounts under column (E) Funding Amount shall match the Total and Grand Total amounts reflected in Exhibit B1 (Budget) (cover page) column (F) Total Funding.
(6) SSY1: Subaward Sum Year 1
(7) SF: Subrecipient's Funds
(8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit B1 (Budget).
(9) Enter the amount of equipment (other) that is reflected in Exhibit B1 (Budget).

Program Services: Congregate Meal Services
Fiscal Year: 2024-2025
Funding Type: Modernizing Older Californians Act (MOCA)
Supervisorial District: One
Subaward Number: ENP242510
Amendment Number: N/A **Modification Number:** N/A
Subrecipient's Legal Name: City of West Covina

II. SERVICES BY MONTH - AMERICAN MEALS

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	West Covina	1,100	917	917	917	917	917	918	918	918	918	918	918	918	**11,011**
2															**0**
3															**0**
4															**0**
5															**0**
6															**0**
7															**0**
8															**0**
9															**0**
10															**0**
11															**0**
12															**0**
13															**0**
14															**0**
15															**0**
Grand Total		**1,100**	**917**	**917**	**917**	**917**	**917**	**918**	**918**	**918**	**918**	**918**	**918**	**918**	**11,011**

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

Program Services: Congregate Meal Services

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

III. SERVICES BY MONTH - ETHNIC MEALS

[Select Ethnic Meal Style]

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

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

Program Services: Congregate Meal Services

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

IV. SERVICES BY MONTH - ETHNIC MEALS

[Select Ethnic Meal Style]

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

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

Program Services: Congregate Meal Services

Fiscal Year: 2024-2025

Funding Type: Modernizing Older Californians Act (MOCA)

Supervisorial District: One

Subaward Number: ENP242510

Amendment Number: N/A **Modification Number:** N/A

Subrecipient's Legal Name: City of West Covina

V. SERVICES BY MONTH - GRAB AND GO MEALS

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

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

LOS ANGELES COUNTY
Aging & Disabilities Department

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

EXECUTIVE LEADERSHIP
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Director

Lorenza C. Sánchez
Chief Deputy Director

Mike Tsao
Administrative Deputy II

Anna Avdalyan
Assistant Director

Jerrell D. Griffin
Acting Assistant Director

Dr. Solomon Shibeshi
Acting 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

September 10, 2024

City of West Covina
Attention: Paulina Morales
1444 W. Garvey Ave South
West Covina, CA 91790

FISCAL YEAR 2024-25 MODERNIZING OLDER CALIFORNIANS ACT FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Morales:

County of Los Angeles Aging and Disabilities Department (County) intends to amend City of West Covina's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient will utilize Modernizing Older Californians Act (MOCA) funding to provide additional defined and contracted ENP Congregate and Home-Delivered Meal Services during Fiscal Year (FY) 2024-25.
- Subaward Number: ENP242510
- Amendment Number: 1
- Subaward Term: July 1, 2024 through June 30, 2025
- Total Funding Allocation: $87,100
- Period Funds are available for use (Subject to execution of Subaward): July 1, 2024 – June 30, 2025
- Service Area: Supervisorial District 1
- Funding Source(s) and Service Category(ies) are as follows:

Funding Source	Service Category	Unit Rate	Allocation Amount
MOCA *	American Meals	$7.91	**$87,100** [1]
MOCA Funding			**$87,100**
Baseline Funding (Refer to FY 2024-25 Baseline Funding Allocation Letter)			**$318,700**
Subaward Sum Year 1 (SSY1) (MOCA and Baseline Funding)			**$405,800**

[1- 2] **Complete one (1) budget and one (1) MPS for each Allocation Amount.**

* **No Match requirement for MOCA funding.**

If you have any questions, please contact Bernardo Franco of my staff by phone or e-mail as follows: (323) 449-5802 or bfranco@ad.lacounty.gov.

Thank you.

Mike Tsao

Mike Tsao, Administrative Deputy II
Administrative Services Branch

AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: January 7, 2025

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF APPOINTMENT OF POLICE CHIEF**

RECOMMENDATION:

It is recommended that the City Council

1. Approve the appointment of Antonio Cortina to the position of Police Chief
2. Administer the Oath of Office to Antonio Cortina.

BACKGROUND:

Following Chief Richard Bell's announcement to retire effective December 27, 2024, Human Resources conducted an internal recruitment for the Police Chief position. Pursuant to Section 2-151 of the West Covina Municipal Code, prior to the City Manager's appointment of a Department Head, the City Council must first vote in favor of the proposed appointment.

DISCUSSION:

The City Manager interviewed the eligible applicants and recommends the City Council approve the appointment of Antonio Cortina as the next Police Chief. Mr. Cortina is currently a Police Captain with over 25 years of service with the City and approximately 28 years in law enforcement. In addition to his service, he has a Master's Degree in Law Enforcement and Public Safety Leadership from the University of San Diego and is a recipient of the FBI LEEDA Trilogy Leadership Award.

Prepared by: Stephanie Sikkema, Finance Director

Fiscal Impact

FISCAL IMPACT:

The salary and benefits for this position are included in the FY2024-25 Budget, so there is not any impact on the General Fund.

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Enhance City Image and Effectiveness