

EXHIBIT A
(COUNTY'S ADMINISTRATION)

FISCAL YEAR: 201 /1

COUNTY'S DEPARTMENT HEAD

Name: Ms. Cynthia D. Banks
Title: Director
Address: 3175 West Sixth Street
 Los Angeles, Ca 90020
Telephone: (213) 637-0798
E-Mail Address: cbanks@css.lacounty.gov

COUNTY'S MASTER AGREEMENT MANAGER

Name: Ms. Carol Domingo
Title: Program Manager
Address: 3175 West Sixth Street
 Los Angeles, Ca 90020
Telephone: (213) 3 - 33
E-Mail Address: cdomingostephen@css.lacounty.gov

COUNTY'S PROGRAM MANAGER

Name: Ms. Carol Domingo
Title: Program Manager
Address: 31 West Sixth Street
 Los Angeles, Ca 90020
Telephone: (213) 3 - 33
E-Mail Address: cdomingostephen@css.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name: Mr. Adrian Romero
Title: Administrative Services Manager I
Address: 3175 West Sixth Street
 Los Angeles, Ca 90020
Telephone: (213) 3 -3 04
E-Mail Address: aromero@css.lacounty.gov

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

CONTRACTOR'S NAME: _____

MASTER AGREEMENT NUMBER: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED REPRESENTATIVE(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

INVOICES – AUTHORIZED SIGNER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Signature: _____

BUDGET ANALYST:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

MIS DATA ENTRY PERSONNEL:

Primary Contact

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Secondary Contact

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

EXHIBIT C
CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION)

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Contractor's Name

Master Agreement Number

Internal Revenue Service Employer Identification Number

Name of Authorized Representative (Print)

Title of Authorized Representative

Authorized Representative's Signature

Date

EXHIBIT D
(JURY SERVICE ORDINANCE)

Los Angeles County Code
Title 2 (ADMINISTRATION)
Chapter 2.203.010 through 2.203.090
Contractor Employee Jury Service

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. Full time means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. County means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

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

Affiliate or subsidiary of a business dominant in its field of operation means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

EXHIBIT E
(SAFELY SURRENDERED BABY LAW)

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

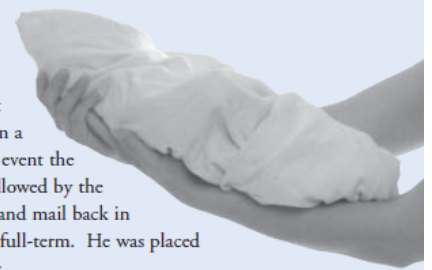


EXHIBIT E
(SAFELY SURRENDERED BABY LAW)

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



EXHIBIT F1
(OR ORDER FOR TIME AND MATERIALS BASIS)

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Master Agreement Manager: _____

I. GENERAL

- A. Contractor shall satisfactorily perform all Services detailed in the Statement of Work attached hereto as Exhibit __, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.
- B. At County's request, Contractor shall complete Exhibit __ (Budget) in accordance with County's specifications and submit it to County prior to the beginning of each Fiscal Year.
- C. Contractor shall adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit I (Statement of Work), Attachment 2 (Performance Requirements Summary Chart) of the Master Agreement.

II. PERSONNEL

Contractor shall provide details of personnel costs as outlined in Exhibit __ (Budget).

III. PAYMENT

- A. The Maximum Work Order Sum that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed _____ Dollars (\$_____).
- B. Contractor shall invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of hours worked by Contractor personnel under this Work Order, not to exceed the Maximum Work Order Sum in Section III.A, above.
- C. Contractor shall satisfactorily perform and complete all required Services in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County shall not exceed the Maximum Work Order Sum.

Work Order No. _____ County Master Agreement No. _____

D. Contractor shall submit all invoices under this Work Order to:
CFMDFinancialReports@laisd.org

E. **Required Services**

1. In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Maximum Work Order Sum of this Work Order, and/or that goes beyond the expiration date of this Work Order.
2. Regardless of any oral promise made to Contractor by any County personnel, Contractor confirms its awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:
 - 2.1 That is not specified in this Work Order, and/or
 - 2.2 That utilizes personnel not specified in this Work Order, and/or
 - 2.3 That exceeds the Maximum Work Order Sum of this Work Order, and/or
 - 2.4 That goes beyond the expiration date of this Work Order.

IV. **MODIFICATIONS**

A. **Modifications to the Work Order**

1. This Work Order fully expresses the agreement of the parties. Any modification to this Work Order must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Work Order in any way. For purposes of this Section IV, a Modification:
 - 1.1 Is a mechanism that allows Contractor to revise either the Work Order Budget or the Work Order Services during the Fiscal Year without adversely affecting Contractor's ability to fulfill its obligations under this Work Order (i.e., such Modification shall not materially change Contractor's obligation to provide the Services outlined in Exhibit __ (Statement of Work)).
 - 1.2 Allows Contractor to fully utilize the Work Order Sum to fulfill the requirements of this Work Order and adequately cover the provision of Services.
 - 1.3 Is approved by County in writing, must be in the best interests of County and Contractor shall adhere to it in its entirety.

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

B. Budget Modifications

1. The movement of funds within an approved Budget 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 shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Contractor's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Section IV, baseline is defined as the original amount allocated to the Work Order at the beginning of a Fiscal Year (i.e., the original Work Order Sum). A Budget Modification shall not change the Work Order Sum. Contractor shall notify County's Master Agreement Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall supersede any prior Budget Modification(s) approved by County within the same Fiscal Year (i.e., when Contractor's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Contractor's Budget Modification number one (1) is no longer effective as of that same date).

C. Program Modifications

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

Work Order No. _____ County Master Agreement No. _____

V. SUBCONTRACT

- A. All subcontracts must be pre-approved by County.
- B. If Contractor desires to enter into a subcontract for the purpose of delegating any of the requirements of this Work Order, Contractor shall complete Exhibit T (List of Subcontracts) and at County's request shall promptly provide the following information either on or along with Exhibit T (List of Subcontracts):
 - 1. Contractor's name and contact information; a description of the Work to be performed by subcontractor; Master Agreement number; and Master Agreement amount.
 - 2. A draft copy of the proposed Master Agreement.
 - 3. Other pertinent information and/or certifications requested by County.

Work Order No. _____ County Master Agreement No. _____

All terms of the Master Agreement shall remain in full force and effect. The terms of the Master Agreement shall govern and take precedence over any conflicting terms and/or conditions in this Work Order. Neither the rates nor any other specifications in this Work Order are valid or binding if they do not comply with the terms and conditions of the Master Agreement.

IN WITNESS WHEREOF, Contractor has executed this Work Order or caused it to be duly executed, and the County of Los Angeles, has caused this Work Order to be executed on its behalf by the County's Master Agreement Manager or his/her designee, on the day and year noted below. The person signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor. Contractor and County acknowledge that this Work Order shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Contractor and County.

COUNTY OF LOS ANGELES

Name

Title

Date

CONTRACTOR

Contractor's Legal Name

Name of Authorized Representative

Title

Date

EXHIBIT F2
(OR ORDER FOR FIXED PRICE PER DELIVERABLE BASIS)

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Master Agreement Manager: _____

I. GENERAL

- A. Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.
- B. At County's request, Contractor shall complete Exhibit __ (Budget) in accordance with County's specifications and submit it to County prior to the beginning of each Fiscal Year.
- C. Contractor shall adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit I (Statement of Work), Attachment 2 (Performance Requirements Summary Chart) of the Master Agreement.

II. PERSONNEL

Contractor shall provide details of personnel costs as outlined in Exhibit ____ (Budget).

III. PAYMENT

- A. The Maximum Work Order Sum that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Work Order Sum
_____	_____
_____	_____
_____	_____

Maximum Work Order Sum: _____

Work Order No. _____ County Master Agreement No. _____

- B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Maximum Work Order Sum in Section III A above.
- C. Contractor shall submit all invoices under this Work Order to: CFMDFinancialReports@laisd.org
- D. **Required Services**
 - 1. In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Maximum Work Order Sum of this Work Order, and/or that goes beyond the expiration date of this Work Order.
 - 2. Regardless of any oral promise made to Contractor by any County personnel, Contractor confirms its awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:
 - 2.1 That is not specified in this Work Order, and/or
 - 2.2 That utilizes personnel not specified in this Work Order, and/or
 - 2.3 That exceeds the Maximum Work Order Sum of this Work Order, and/or
 - 2.4 That goes beyond the expiration date of this Work Order.

IV. **MODIFICATIONS**

A. **Modifications to the Work Order**

- 1. This Work Order fully expresses the agreement of the parties. Any modification to this Work Order must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Work Order in any way. For purposes of this Section IV, a Modification:
 - 1.1 Is a mechanism that allows Contractor to revise either the Work Order Budget or the Work Order Services during the Fiscal Year without adversely affecting Contractor's ability to fulfill its obligations under this Work Order (i.e., such Modification shall not materially change Contractor's obligation to provide the Services outlined in Exhibit __ (Statement of Work)).

- 1.2 Allows Contractor to fully utilize the Work Order Sum to fulfill the requirements of this Work Order and adequately cover the provision of Services.
 - 1.3 Is approved by County in writing, must be in the best interests of County and Contractor shall adhere to it in its entirety.
2. Any Modification, as described below, shall not change the terms, goals or requirements of this Work Order. Such Modification provides Contractor some flexibility to operate within the terms of this Work Order in order to fully utilize the Work Order Sum and to achieve Contractor's performance goals. Contractor's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Master Agreement Manager or County's Program Manager, respectively. Contractor shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year (except where a written waiver is requested by Contractor and granted by County).

B. Budget Modifications

1. The movement of funds within an approved Budget 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 shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Contractor's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Section IV, baseline is defined as the original amount allocated to the Work Order at the beginning of a Fiscal Year (i.e., the original Work Order Sum). A Budget Modification shall not change the Work Order Sum. Contractor shall notify County's Master Agreement Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall supersede any prior Budget Modification(s) approved by County within the same Fiscal Year (i.e., when Contractor's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Contractor's Budget Modification number one (1) is no longer effective as of that same date).

C. Program Modifications

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

Work Order No. _____ County Master Agreement No. _____

V. SUBCONTRACT

- A. All subcontracts must be pre-approved by County.
- B. If Contractor desires to enter into a subcontract for the purpose of delegating any of the requirements of this Work Order, Contractor shall complete Exhibit T (List of Subcontracts) and at County's request shall promptly provide the following information either on or along with Exhibit T (List of Subcontracts):
 - 1. Contractor's name and contact information; a description of the Work to be performed by subcontractor; Master Agreement number; and Master Agreement amount.
 - 2. A draft copy of the proposed Master Agreement.
 - 3. Other pertinent information and/or certifications requested by County.

Work Order No. _____ County Master Agreement No. _____

All terms of the Master Agreement shall remain in full force and effect. The terms of the Master Agreement shall govern and take precedence over any conflicting terms and/or conditions in this Work Order. Neither the rates nor any other specifications in this Work Order are valid or binding if they do not comply with the terms and conditions of the Master Agreement.

IN WITNESS WHEREOF, Contractor has executed this Work Order or caused it to be duly executed, and the County of Los Angeles, has caused this Work Order to be executed on its behalf by the County's Master Agreement Manager or his/her designee, on the day and year noted below. The person signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor. Contractor and County acknowledge that this Work Order shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Contractor and County.

COUNTY OF LOS ANGELES

Name

Title

Date

CONTRACTOR

Contractor's Legal Name

Name of Authorized Representative

Title

Date

EXHIBIT G1

(CERTIFICATION OF EMPLOYEE STATUS)

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

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Contractor's Name

Work Order Number

Master Agreement Number

Name of Authorized Representative (Print)

Title of Authorized Representative

Authorized Representative's Signature

Date

EXHIBIT G2

(CERTIFICATION OF NO CONFLICT OF INTEREST)

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

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Contractor's Name

Work Order Number

Master Agreement Number

Name of Authorized Representative (Print)

Title of Authorized Representative

Authorized Representative's Signature

Date

EXHIBIT G3

(CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)

GENERAL INFORMATION

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

CONTRACTOR ACKNOWLEDGEMENT

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

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

CONFIDENTIALITY AGREEMENT

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

Contractor and Contractor's Staff hereby agree that they will not divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Master Agreement without prior written authorization from County. Contractor and Contractor's Staff agree to forward all requests for the release of any data or identifying information received to County's Program Manager. Contractor may be authorized, in writing, by Client to disclose identifying information specific to the authorizing

Client. However, Contractor shall not request or encourage Client to give a blanket authorization or sign a blanket release nor shall Contractor accept such blanket authorization from Client.

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

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

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

Contractor's Name

Master Agreement Number

Name of Authorized Representative (Print)

Title of Authorized Representative

Authorized Representative's Signature

Date

EXHIBIT H (DEFINITIONS)

Administrative Costs – The term “administrative costs” means the costs of administration are expenditures incurred by State and Local Workforce Development Boards, Regions, direct grant recipients, as well as local grant recipients, local grant sub-recipients, local fiscal agents that are associated with those specific functions identified in paragraph (b) of this section and which are not related to the direct provision of workforce investment services, including services to participants and employers. These costs can be both personnel and non-personnel and both direct and indirect.

(b) The costs of administration are the costs associated with performing the following functions:

(1) Performing the following overall general administrative functions and coordination of those functions:

- (i) Accounting, budgeting, financial and cash management functions;
- (ii) Procurement and purchasing functions;
- (iii) Property management functions;
- (iv) Personnel management functions;
- (v) Payroll functions;
- (vi) Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports;
- (vii) Audit functions;
- (viii) General legal services functions;
- (ix) Developing systems and procedures, including information systems, required for these administrative functions; and
- (x) Fiscal agent responsibilities;

(2) Performing oversight and monitoring responsibilities related to Program administrative functions;

(3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;

(4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the Program.

(5) Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll

systems) including the purchase, systems development and operating costs of such systems.

(c) (1) Awards to sub-recipients or contractors that are solely for the performance of administrative functions are classified as administrative costs.

(2) Personnel and related non-personnel costs of staff that perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefitting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.

(3) Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.

(4) Except as provided at paragraph (c)(1) of this section, all costs incurred for functions and activities of sub-recipients and contractors are program costs.

(5) Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.

(6) Costs of the following information systems including the purchase, systems development, and operational costs (e.g., data entry) are charged to the program category:

(i) Tracking or monitoring of participant and performance information;

(ii) Employment statistics information, including job listing information, job skills information, and demand occupation information;

(iii) Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;

(iv) Local area performance information; and

(v) Information relating to supportive services and unemployment insurance claims for program participants.

(d) Where possible, entities identified in item (a) must make efforts to streamline the services in paragraphs (b)(1) through (5) of this section to reduce administrative costs by minimizing duplication and effectively using information technology to improve services.

Adult: The term “adult” means an individual who is age 18 or older.

Allocation: The term “allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

Audit Finding: The term “audit finding” means deficiencies which the auditor is required by Sec. 200.516 Audit findings, paragraph (a) to report in the schedule of findings and questioned costs.

Auditee: The term “auditee” means any non-Federal entity that expends Federal awards which must be audited under Subpart F--Audit Requirements of this Part.

Auditor: (*Uniform Guidance, 2 CFR 200.7*) – The term “auditor” means an auditor who is a public accountant or a Federal, state or local government audit organization, which meets the general standards specified in generally accepted government auditing standards (GAGAS). The term auditor does not include internal auditors of nonprofit organizations.

Board of Supervisors: The governing body of the County of Los Angeles which is comprised of five (5) Board members. Created by the State legislature in 1852, the Board has executive, legislative and quasi-judicial roles. Its members are elected by voters in their respective supervisorial districts and they’re eligible to serve on the Board for up to three (3) four-year terms (i.e., Board members can serve for a maximum term of twelve (12) years).

Bidder’s List: The term “bidder’s list” means the prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the entity must not preclude potential bidders from qualifying during the solicitation period.

Breach of Contract: The term “breach of contract” means the nonperformance of any contractual duty of immediate performance

Budget: The budget provides a detailed representation of Program costs/expenses and funding/revenues. Costs are identified by line items such as personnel, space, travel, etc. Funding is identified by sources such as the Subaward Sums, match contributions, non-match contributions, etc. Therefore the total budgeted costs represent the total cost to operate the Program and the total funding represents the anticipated revenues that will be used to pay for those Program costs.

Catalog of Federal Domestic Assistance (CFDA) number: The term “catalog of federal domestic assistance number” means the number assigned to a Federal program in the CFDA.

CFDA Program Title: The term “CFDA program title” means the title of the program under which the Federal award was funded in the CFDA.

Closeout Report: A written summary of Subrecipient’s expenses and accruals incurred through the last day of the Fiscal Year. Subrecipient shall complete and submit this Report in the form and manner as designated by County.

Cognizant Agency For Audit: The term “cognizant agency for audit” means the Federal agency designated to carry out the responsibilities described in Sec. 200.513 Responsibilities, paragraph (a). The cognizant agency for audit is not necessarily the same as the cognizant agency for indirect costs. A list of cognizant agencies for audit may be found at the FAC Web site.

Cognizant Agency For Indirect Costs: The term “cognizant agency for indirect costs” means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this Part on behalf of all Federal agencies. The cognizant agency for indirect cost is not necessarily the same as the cognizant agency for audit. For assignments of cognizant agencies see the following:

- (a) For IHEs: Appendix III to Part 200--Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph C.10.
- (b) For nonprofit organizations: Appendix IV to Part 200--Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, paragraph C.1.
- (c) For state and local governments: Appendix V to Part 200--State/Local Government and Indian Tribe-Wide Central Service Cost Allocation Plans, paragraph F.1.

Community-Based Organization: The term “community-based organization” means a private nonprofit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.

Contract (“Subaward”): The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

Contractor (“Subrecipient”): The sole proprietor, partnership, corporation, non-profit organization or public/government entity that has entered into this Subaward with County to perform and execute the Work and Services covered by Exhibit A (Statement of Work).

Corrective Action: The term “corrective action” means action taken by the auditee that:

- (a) Corrects identified deficiencies;
- (b) Produces recommended improvements; or

(c) Demonstrates that audit findings are either invalid or do not warrant auditee action.

Cost Allocation Plan (CAP): The term “cost allocation plan” means central service cost allocation plan or public assistance cost allocation plan.

County: Unless otherwise specified, it shall mean the County of Los Angeles Community and Senior Services, which is the County department that has been authorized by the Board of Supervisors to enter into this Subaward on behalf of the County of Los Angeles with Subrecipient.

County Information Assets: Public, confidential, sensitive and/or personal data, records, materials, etc. and include (but are not limited to):

1. Information that is stored in any media form, paper or electronic.
2. Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
3. Personally Identifiable Information (“PII”) as defined in California Civil Code Section 1798.29(g)
4. Protected Health Information (“PHI”) as defined in Health Insurance Portability and Accountability Act of 1996
5. Medical Information (“MI”) as defined in California Civil Code Section 56.05(j)

County's Compliance Manager: The individual designated by County who is responsible for ensuring that Subrecipient is in compliance with the requirements of the Subaward.

County's Department Head: The individual designated by the Board of Supervisors as the Director of Community and Senior Services who is responsible for overseeing this County of Los Angeles department and who has delegated authority to act on behalf of County of Los Angeles for Subaward-related matters.

County's Contract Manager: The individual designated by County who is responsible for providing direction to Subrecipient (at Subrecipient's request) in areas relating to County policy, information requirements and procedural requirements; making revisions which do not materially affect the terms and conditions of the Subaward; and, approving Lower Tier Subawards and Lower Tier Subrecipient's employees working on this Subaward.

County's Program Manager: The individual designated by County who is responsible for meeting with Subrecipient's Project Manager on a regular basis and inspecting all tasks, deliverables, goods, Services and other work provided by Subrecipient.

Day(s): Unless otherwise specified, references to a numerical number of days shall mean calendar days which includes the seven (7) days of the week (e.g., Monday through Sunday) as opposed to business days which includes the traditional five-day work week (e.g., Monday-Friday), excluding weekends and holidays.

Eligible (Eligibility): The term "eligible (eligibility)" refers to an individual's status in relation to their ability to receive services provided by the Comprehensive AJCC or AJCC.

Expenditures: The term "expenditures" means charges made by a non-Federal entity to a project or program for which a Federal award was received.

(a) The charges may be reported on a cash or accrual basis, as long as the methodology is disclosed and is consistently applied.

(b) For reports prepared on a cash basis, expenditures are the sum of:

- (1) Cash disbursements for direct charges for property and services;
- (2) The amount of indirect expense charged;
- (3) The value of third-party in-kind contributions applied; and
- (4) The amount of cash advance payments and payments made to sub-recipients.

(c) For reports prepared on an accrual basis, expenditures are the sum of:

- (1) Cash disbursements for direct charges for property and

- (2) The amount of indirect expense incurred;
- (3) The value of third-party in-kind contributions applied; and
- (4) The net increase or decrease in the amounts owed by the non-Federal entity for:
 - (i) Goods and other property received;
 - (ii) Services performed by employees, contractors, sub-recipients, and other payees; and
 - (iii) Programs for which no current services or performance are required such as annuities, insurance claims, or other benefit payments.

Exhibit: A document(s) that is included with this Subaward as an addition/supplement to this Subaward and it forms a part of this Subaward (e.g., Exhibit A (Statement of Work) is an exhibit to the Subaward).

Fiscal Year (“FY”): The twelve (12) month period beginning July 1st of the year and ending June 30th of the following year.

Generally Accepted Accounting Principles (GAAP): The term “generally accepted accounting principles” has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).

Generally Accepted Government Auditing Standards (GAGAS): The term “generally accepted government auditing standards” means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

Gender-Responsive: The term “gender responsive” means the creation of an environment through site selection, staff selection, program development, content, and material that reflects an understanding of the realities of women’s lives and provides a strength-based approach to addressing the poverty, race, class, gender inequality and other cultural factors that affect women’s lives and experiences. {Bloom, B., and Covington, S. (2000). *Gendered justice: Programming for women in correctional settings*. American Society of Criminology, San Francisco, CA, p. 11.}.

Homeless: The term “homeless” means an individual who lacks a fixed, regular, and adequate residence. Examples of individuals who would fall under this definition are listed below:

- a) Individuals sharing housing due to loss of housing, economic hardship or a similar reason;

- b) Individuals living in motels, hotels, trailer parks, or camp grounds due to lack of alternative accommodations;
- c) Individuals living in emergency or transitional shelters;
- d) Individuals abandoned in hospitals;
- e) Individuals awaiting foster care placement;
- f) Individuals whose primary nighttime residence is not ordinarily used as a regular sleeping accommodation (e.g. park benches, etc.);
- g) Individuals living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations; or
- h) Migratory Individuals living in any of the above situations.

I

Improper Payment: The term “improper payment” means—

- (a) Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and
- (b) Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Indirect Cost Rate Proposal: The term “indirect cost rate proposal” means the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate as described in Appendix III to Part 200--Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs) through Appendix VII to Part 200--States and Local Government and Indian Tribe Indirect Cost Proposals of this Part.

Individual with a Disability: The term “individual with disability” means individuals who have disabilities as defined in the Americans with Disabilities Act. The Americans with Disabilities Act (ADA) has a three-part definition of "disability" that reflects the specific types of discrimination experienced by people with disabilities. Accordingly, it is not the same as the definition of disability in other laws, such as state workers' compensation laws or other federal or state laws that provide benefits for people with disabilities and disabled veterans. Under the ADA, an individual with a disability is a person who:

- a) Has a physical or mental impairment that substantially limits one or more major life activities;
- b) Has a record of such an impairment; or

c) Is regarded as having such an impairment.

Literacy: The term “literacy” means an individual’s ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function on the job, in the family of the individual, and in society.

Local Area: The term “local area” means a local workforce investment area designated under section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i).

Local Board: The term “local board” means a Local Workforce Development Board established under WIOA sec. 107, to set policy for the local workforce investment system.

Local Government: The term “local government” means any unit of government within a state, including a:

(a) County;

(b) Borough;

(c) Municipality;

(d) City;

(e) Town;

(f) Township;

(g) Parish;

(h) Local public authority, including any public housing agency under the United States Housing Act of 1937;

(i) Special district;

(j) School district;

(k) Intrastate district;

(l) Council of governments, whether or not incorporated as a nonprofit corporation under state law; and

(m) Any other agency or instrumentality of a multi-, regional, or intra-state or local government.

Low income individual: The term “low-income individual” means an individual who:

a) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the

supplemental nutrition assistance program, the program of block grants to states for temporary assistance for needy families program, or the supplemental security income program, or state or local income-based public assistance;

- b) is in a family with total family income that does not exceed the higher of—
 - i. The poverty line; or
 - ii. 70 percent of the lower living standard income level;
- c) is a homeless individual, or a homeless child or youth;
- d) Receives or is eligible to receive a free or reduced price lunch;
- e) Is a foster child on behalf of whom State or local government payments are made; or
- f) Is an individual with a disability whose own income meets the income requirement of clause (b), but who is a member of a family whose income does not meet this requirement.

Lower Tier Subaward: The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

Lower Tier Subrecipient: A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

Maximum Subaward Sum: The combined total of all Maximum Annual Subaward Sums to be allocated during the term of this Subaward. This money is contingent upon availability of Federal, State, County and local funding.

MOU: The term “MOU” means Memorandum of Understanding

Nonprofit Organization: The term “nonprofit organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Non-traditional Employment: The term “nontraditional employment” refers to occupations or fields of work, for which individuals from the gender involved comprise less than 25 percent of the individuals employed in each such occupation or field of work.

Office of Management and Budget (OMB): means the Executive Office of the President, Office of Management and Budget.

Pass-Through Entity: The term “pass-through entity” means a non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a Federal program.

Prior Approval: The term “prior approval” means securing the awarding agency’s permission in advance to incur cost for those items that are designated as requiring prior approval by the circular. Generally, this permission will be in writing. Where an item of cost requiring prior approval is specified in the budget of an award, approval of the budget constitutes approval of that cost.

Program Income: The term “program income” means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. (See Sec. 200.77 Period of performance.) Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

Public assistance: The term “public assistance” means federal, state, or local government cash payments for which eligibility is determined by a needs or income calculation.

Responsive Proposal: The term “responsive proposal” is the term used for a proposal or bid that meets all requirements of the solicitation adequately; and the submitted document does not constitute a substitute or counter offer. When a bidder substitutes a

“like item,” the submittal is considered non-responsive when the like item fails to meet published specifications. The same principle holds when the proposal is a substitute or counter offer.

Resume: The term “resume” means a document that shows a job candidate’s employment and academic qualifications, and history of employment.

Service(s): The specific tasks to be provided (or the work to be performed) by Subrecipient under the terms of the Contract as described in Exhibit A (Statement of Work).

Solicitation: - The term “solicitation” means the practice of distributing an Invitation for Bid, Request for Proposal, or any other document, such as a Request for Quotation, issued by a purchasing agency for the purpose of soliciting offers to perform a contract

Staff: Unless otherwise stated, refers to an individual or a group of individuals who are Subrecipient’s Employee(s) and/or volunteers who provide services.

Statement of Work: The key exhibit to this Subaward which explains in detail the required Services to be performed by Subrecipient.

Subaward: The written and legally binding agreement that is executed between County and Subrecipient. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

Subaward Document Deliverable(s): An Exhibit, Attachment, form, certificate, license, etc. that is provided by Subrecipient as part of the contracting process.

Subaward Sums: Monies that Subrecipient has been awarded in order to provide the Program Services (i.e., the total amount of grant funds that County will provide to Subrecipient and Subrecipient will use these funds in addition to Subrecipient’s own resources to pay for the total Program operating costs).

Subcontract (“Lower Tier Subaward”): The written and legally binding agreement that is executed between Subrecipient and a third-party vendor (where the vendor is a third-party to this Subaward). It sets forth the terms and conditions for the issuance and performance of any element of the Statement of Work. Such agreement shall be pre-approved by County prior to its execution between the parties.

Subcontractor (“Lower Tier Subrecipient”): A third-party vendor who is properly procured by Subrecipient for the purpose of completing the Work/providing Services in accordance with this Subaward.

Subrecipient: The sole proprietor, partnership, corporation, non-profit organization or public/government entity that has entered into this Subaward with County to perform and execute the Work and Services covered by Exhibit A (Statement of Work).

Subrecipient’s Authorized Representative: The individual who has been given written authorization through a resolution, order or motion from Subrecipient’s governing

body to act on behalf of Subrecipient and bind Subrecipient to this Subaward.

Targeted Worker: A Targeted Worker is a resident of the County of Los Angeles with career-limiting circumstances, specifically, one or more of the following: (1) has a documented Annual income at or below 100 percent of the Federal Poverty Level; (2) no high school diploma or GED; (3) a history of involvement with the criminal justice system; (4) protracted unemployment; (5) is a current recipient of government cash or food assistance benefits; (6) is homeless or has been homeless within the last year; (7) is a custodial single parent; (8) is a former foster youth; or (9) is a veteran, or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. 4215[a])

Unemployed: The term “unemployed” means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income.

Vendor: (*Uniform Guidance, 2 CFR 200.23*) – The term “vendor” means another term used for contractor. Distinguishing characteristics of a vendor include items such as: providing the goods and services within normal business operations; providing similar goods or services to many different purchasers, including purchasers outside the grant program; and operating in a competitive environment. Any entity directly involved in the delivery of program services not available to the general public, with the exception of an employer providing on-the-job training, will be considered a sub-recipient rather than a vendor. Vendors are not subject to the statutory and regulatory requirements of Federal Statutes. The vendor's responsibility is to meet the requirements of the award, as stated in the contract services called for by the agreement have been delivered and accepted

Subrecipient's Project Manager: The individual designated by Subrecipient who is responsible for Subrecipient's day-to-day activities as related to this Subaward. This individual shall meet with County's Program Manager, County's Contract Manager and County's Compliance Manager to ensure that the objectives of this Subaward are met.

Vendor (*Uniform Guidance, 2 CFR 200.23*) – The term "vendor" means another term used for contractor. Distinguishing characteristics of a vendor include items such as: providing the goods and services within normal business operations; providing similar goods or services to many different purchasers, including purchasers outside the grant program; and operating in a competitive environment. Any entity directly involved in the delivery of program services not available to the general public, with the exception of an employer providing on-the-job training, will be considered a sub-recipient rather than a vendor. Vendors are not subject to the statutory and regulatory requirements of Federal Statutes. The vendor's responsibility is to meet the requirements of the award, as stated in the contract services called for by the agreement have been delivered and accepted

Volunteer: means an individual who provides services without pay, but may receive reimbursement for expenses. Volunteers may be part of Contractor's Staff, as defined above, but are not employees of Contractor or County.

Work: The specific tasks to be performed (or the Services to be provided) by Subrecipient under the terms of this Subaward as described in the Statement of Work.

Work Order:



**COUNTY OF LOS ANGELES
WORKFORCE DEVELOPMENT,
AGING AND COMMUNITY SERVICES**

**SOCIAL ENTERPRISE EMPLOYMENT AND TRAINING
PROGRAM SERVICES STATEMENT OF WORK**

EXHIBIT I

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EXHIBIT I: SOCIAL ENTERPRISE EMPLOYMENT AND TRAINING PROGRAM

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 INTRODUCTION

- 1.1.1 This Statement of Work (SOW) establishes the minimum required tasks and Services (Services) Contractor shall provide in support of the Social Enterprise Employment and Training Program (Program).
- 1.1.2 The Services shall benefit adults (individuals aged 18 years and older), including, but not limited to, dislocated workers, low-income individuals, recipients who receive, or are a member of a family that receives CalWORKs/TANF/CalLEARN benefits, recipients of General Relief or other public assistance, low income Participants, Veterans, re-entry/formerly incarcerated, unemployed, underemployed, and at-risk populations.
- 1.1.3 The Services may also benefit Youth (individuals ages 14 to 24), including, but not limited to, current, former and emancipated Foster youth; probation youth; homeless youth; Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) youth; and other underserved youth, as directed by County.
- 1.1.4 These Services shall benefit Targeted Workers, as defined by Los Angeles County Board of Supervisors Board Motion adopted September 6, 2016. A Targeted Worker is a resident of the County who has indices of career-limiting circumstances, specifically, one or more of the following: (1) has a documented annual income at or below 100 percent of the Federal Poverty Level; (2) no high school diploma or GED; (3) a history of involvement with the criminal justice system; (4) protracted unemployment; (5) is a current recipient of government cash or food assistance benefits; (6) is homeless or has been homeless within the last year; (7) is a custodial single parent; (8) is a former foster youth; or (9) is a Veteran, or the eligible spouse of a Veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. 4215[a]).
- 1.1.5 Contractor understands County may release Work Orders with detailed Services needs from time to time identifying the specific Services needs County is seeking in accordance with this SOW and the terms of the Master Agreement. Contractor acknowledges that to participate in a Work Order, it shall be required to submit a Work Order bid proposal for consideration by County, but that under the terms of the Master Agreement, no work is guaranteed to Contractor absent a successful Work Order bid.

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

2.1 MODIFICATIONS

- 2.1.1 Contractor is prohibited from modifying or terminating Services, forms, procedures, protocols, or revising hours of service delivery without the written consent of County. Contractor shall request permission at least thirty (30) days in advance and obtain written consent of County, and shall comply with Sample Master Agreement, Exhibit F – Work Orders, Section IV, Modifications, as applicable.
- 2.1.2 Contractor shall inform County in writing and receive written County approval at least 60 days prior to a relocation of Contractor's location(s).
- 2.1.3 Services or work hours shall not be modified or terminated throughout the entire Master Agreement term. Should an emergency need arise County must be notified immediately as described in Master Agreement, Subparagraph 9.25, Unusual Occurrences and Crime, and the request for Services or work hour modifications will be reviewed by County on a case-by-case basis.

2.2 AMENDMENTS

- 2.2.1 All changes must be made in accordance with Master Agreement, Subparagraph 8.1, Amendments.

3.0 QUALITY CONTROL

3.1 QUALITY CONTROL PLAN

- 3.1.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a high level of service will be provided consistently throughout the term of the Master Agreement. The Plan shall be submitted to the County Compliance Manager for review. Contractor shall follow the procedures set forth in section 4.0, Quality Assurance Plan, below and the Plan shall include, but may not be limited to the following:
 - 3.1.1.1 Method of monitoring to ensure that Master Agreement requirements are being met; and
 - 3.1.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request. Contractor shall maintain all records consistent with Appendix H, Sample Master Agreement, Subparagraph 8.38, Record Retention, Inspection, and Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or designee.

4.0 QUALITY ASSURANCE PLAN

4.1 County shall evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in Sample Master Agreement, Subparagraph 8.14, County's Quality Assurance Plan, and as specified below.

4.2 ESTABLISHMENT AND MAINTENANCE OF QUALITY ASSURANCE PLAN

4.2.1 Contractor shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of this Master Agreement are met. A copy must be provided to County's Compliance Manager (CCM) on the Master Agreement start date and as changes occur. The original QAP and any revisions thereto, shall include, but not be limited to, the following:

4.2.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in this Statement of Work, and any Work Orders issued pursuant to this SOW and Master Agreement. Contractor shall include methods for identifying and preventing deficiencies in the quality of Service performed before the level of performance becomes unacceptable including a reporting protocol notifying the CCM of any identified performance requirement issues within 24 hours of discovery.

4.2.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Contractor employees or any other potential disruption in Services.

4.2.1.3 Methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff are properly assured, supervised, and maintained during the life of the Master Agreement.

4.2.1.4 Contractor's QAP shall include quality improvement strategies and interventions and include barriers/deficiencies/problems identified by County through County's technical assistance visits in this process.

4.2.1.5 Contractor shall include qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents in the QAP.

4.3 PERFORMANCE REQUIREMENTS OF QAP

4.3.1 If Contractor QAP requirements are not met, the CCM may, in addition to all other remedies available under this Master Agreement, telephone Contractor to alert Contractor of a deficiency; send Contractor a User Complaint Report (UCR), or both. Contractor shall respond to a telephone deficiency complaint within one (1) hour and respond to a UCR within twenty-four (24) hours of receipt.

- 4.3.2 Contractor shall not utilize any employee or sub-contractor whose work has been deemed deficient and unacceptable by the CCM.
- 4.3.3 Contractor shall report any staff changes, including separations, temporary leave (e.g. vacations) and indicate staff that will take over the functions of staff on separation or leave, and new hires to the CCM within five (5) business days of the occurrence. In addition, for new hires, Contractor shall include a current resume as part of the notification to County.

4.4 MEETINGS AND TRAINING

- 4.4.1 Contractor is mandated to attend all scheduled meetings and trainings called by County, or as directed by County. Contractor shall be given at least three (3) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.
- 4.4.2 Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via virtual means (e.g., WebEx or Skype).
- 4.4.3 Contractor staff is also required to regularly attend meetings, trainings or conferences that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings, trainings, or conferences, may be called by County or a partner agency, or may be designated by County for Contractor participation. Contractor may also choose to attend meetings inside or outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other meetings, trainings, or conferences not designated as mandatory by County.

4.5 COUNTY OBSERVATIONS

- 4.5.1 Other County personnel, in addition to County Master Agreement staff, may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours.

5.0 DEFINITIONS

- 5.1 **For a listing of Definitions for this Program, refer to Appendix H, Sample Master Agreement, Exhibit H, Definitions.**

6.0 RESPONSIBILITIES

- 6.1 The responsibilities of the County and the Contractor are as follows:

- 6.1.1 COUNTY ADMINISTRATIVE DUTIES

6.1.1.1 County will administer the Master Agreement according to Appendix H, Sample Master Agreement, Paragraph 6.0, Administration of Master Agreement. Specific duties will include:

6.1.1.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement. Performance monitoring includes programmatic and fiscal review.

6.1.1.1.2 Providing direction to Contractor in areas relating to policy, information, performance and procedural requirements.

6.1.1.1.3 Preparing Amendments in accordance with Appendix H, Sample Master Agreement, Subparagraph 8.1, Amendments.

6.2 CONTRACTOR ADMINISTRATIVE DUTIES

6.2.1 Contractor(s) shall have staff that are knowledgeable and capable of handling administrative tasks and duties associated with executing the Master Agreement, including Services specified herein or in a Work Order issued pursuant to this SOW and Master Agreement. This includes staff responsible for administrative functions of contract management; financial, fiscal, and accounting functions; and human resources. Staff conducting administrative functions may be employees or staff of Contractor, or may be a vendor or sub-contractor that Contractor procures to handle administrative functions. It is Contractor's obligation to ensure that staff performing administrative functions possess the following attributes and responsibilities:

6.2.1.1 For purposes of communicating with County staff, ability to speak/read/write/understand English fluently. When communicating with Participants, see Section 6.6, Multilingual and Multicultural Capabilities of Contractor Staff, below;

6.2.1.2 Staff that handle Management functions under the Master Agreement or this SOW or any Work Orders issued shall have demonstrable experience managing Local, State and Federal funded grants and contracts, proving the capability to manage the Master Agreement effectively and efficiently. Employee(s) handling Master Agreement management shall conduct monitoring for agreement compliance; implement continuous quality control procedures including management of corrective action plans; ensure achievement of all Master Agreement and Work Order objectives; keep appropriate records in an auditable manner, and ensure that Contractor meets/exceeds all Master Agreement performance standards in accordance with the applicable sections of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230; and

- 6.2.1.3 Employee(s) that handle fiscal functions shall have the proper have accounting experience at a level performing the fiscal functions related to Federal grants management including invoicing and payroll; ability and experience in reporting accruals; ability and experience in the development of cost allocation plans; and ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives required to properly execute Services, including, but not limited to: Office of Management and Budget (OMB) regulations, Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFR) sections, and Generally Accepted Government Auditing Standards (GAGAS).

6.3 CONTRACTOR STAFF TRAINING

- 6.3.1 Contractor shall provide training for all new staff and continued in-service training for all staff. Contractor is responsible for ensuring its staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing Services, including cross-training of staff to ensure program and team success and performance.
- 6.3.2 Contractor shall develop and implement a written internal staff training and succession plan policy, including the provision of an orientation to all new staff (which shall include employees and volunteers). Contractor shall also define the policy and protocols of information sharing when only a designee attends on behalf of Contractor. Contractor shall also provide its training and succession plan policy to County for review at least once per program year at the beginning of each program year.
- 6.3.3 Contractor's Operations Manager(s) shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session, unless otherwise directed by County. Contractor may also choose to attend additional educational training opportunities inside or outside of Los Angeles County at Contractor's own expense that the Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other trainings designated by County.
- 6.3.4 Training shall include, but is not limited to: providing information concerning new Directives and regulations issued by County. County shall provide relevant and applicable training, including instruction and guidance, as determined appropriate by County.
- 6.3.5 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with

the Master Agreement, and may result in further action pursuant to Appendix H, Sample Master Agreement, Subparagraph 9.12, Probation and Suspension, and any other applicable remedies.

6.4 IDENTIFICATION

- 6.4.1 Contractor shall ensure their employees and any volunteers are appropriately identified as set forth in Appendix H, Sample Master Agreement, Subparagraph 7.4, Subrecipient's Staff Identification.

6.5 MATERIALS AND EQUIPMENT

- 6.5.1 The purchase of all materials/equipment to provide needed Services is the sole responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees and volunteers.
- 6.5.2 Contractor shall adhere to and shall maintain a clear inventory record of all equipment, as directed by County through County Directive.

6.6 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF

- 6.6.1 Contractor must provide Services in English, but in areas where a significant number of Participants do not speak English as their primary language, Contractor shall make efforts to employ staff and recruit volunteers who are bilingual or multilingual in one or more of Los Angeles County's threshold languages of Arabic, Armenian, Chinese (Mandarin or Cantonese), Farsi, Khmer (Cambodian), Korean, Russian, Spanish, Tagalog (Filipino), Thai and Vietnamese or American Sign Language, should one or more of these languages be a predominant language used in the community served by Contractor.
- 6.6.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.
- 6.6.3 Contractor shall utilize Partner staff or professional translation Services when assistance with another language is needed and no onsite staff speaks that language.
- 6.6.4 Contractor shall not require any Participant to provide his/her own interpreter. Contractor shall adhere to Bilingual and Linguistic Program Services provisions as set forth in [Cal. Gov. Code § 11135 to 11139.5] [22 CCR 98211, 98310 to 98314, 98324 to 98326, 98340 to 98370].

7.0 HOURS/DAYS OF WORK

- 7.1 Contractor's staff shall be available to all Clients, potential Clients, referral sources, as well as County on a minimum five (5) days per week (Monday through Friday) basis, eight (8) working hours per day for the hours of 8:00 a.m.

to 5:00 p.m. (not including County recognized holidays). A list of County recognized holidays is provided in Appendix L (County Recognized Holidays).

- 7.2 Contractor is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs or religious holidays). This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of Services is not disrupted. An action plan must be approved by County prior to implementation.
- 7.3 Contractor shall also ensure that personal telephone contact with Contractor's staff is available to Clients, potential Clients, as well as County, during Contractor's hours of operation. Contractor shall also ensure that each office location has a telephone answering machine or voice mail in place during off-business hours. Contractor's staff shall check and respond to all messages in a timely manner but not to exceed forty-eight (48) hours within receipt of the call.
- 7.4 Contractor's hours of operation, Program schedules, and contact information shall be included in relevant, printed outreach materials such as flyers and posters.

8.0 WORK SCHEDULES

- 8.1 Contractor shall submit for review and approval a work schedule for each facility to the County's Program Manager within fourteen (14) business days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies. The schedules shall list when the tasks will be performed by, time frames, day of the week, and month.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Program Manager for review and approval within fourteen (14) business days prior to scheduled time for work.
- 8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.
- 8.4 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of God, and third party negligence, Contractor must have an emergency plan in place to ensure that there is no disruption in Program Services.

9.0 UNSCHEDULED WORK

- 9.1 County's Program Manager or designee may authorize Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, County may request at its sole discretion, that Contractor provide Services beyond regular hours of operation.

- 9.2 Prior to performing any unscheduled work, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Contractor's estimate, County must approve the excess cost for County facilities and/or equipment. In any case, no unscheduled work shall commence without written authorization from County.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Contract Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Contract Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

- 10..1 Contractor shall provide Services and/or employment to Los Angeles County Board of Supervisors-designated "Targeted Workers." A Targeted Worker is a resident of the County with career-limiting circumstances, specifically, one or more of the following:
 - 10.1.1 has a documented annual income at or below 100 percent of the Federal Poverty Level;
 - 10.1.2 no high school diploma or GED;
 - 10.1.3 a history of involvement with the criminal justice system;
 - 10.1.4 protracted unemployment;
 - 10.1.5 is a current recipient of government cash or food assistance benefits;
 - 10.1.6 is homeless or has been homeless within the last year;
 - 10.1.7 is a custodial single parent;
 - 10.1.8 is a former foster youth; or
 - 10.1.9 is a Veteran, or is the eligible spouse of a Veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C 4215[a]).
- 10.2 Contractor shall ensure all Participants register through the State Labor Exchange System (currently CalJOBS), or successor system, to properly

determine and record program eligibility and tracking of subsequent Services provided to Participants.

- 10.3 Contractor shall ensure all eligible Participants register with an American Job Center of California operating in the Los Angeles County Workforce Development Area, for additional employment, training and supportive Services, as directed by the County.
- 10.4 Contractor shall provide eligible individuals with an initial assessment that will guide and substantiate the need and the potential benefit of Program Services, as directed by County.
- 10.5 Contractor shall enroll and provide career and training Services to any additional eligible Participants identified and/or directly referred by County.
- 10.6 Contractor shall customize Services to meet the needs of individual Participants and Employer Participants, as directed by County.
- 10.7 Contractor shall be held to outcome-driven performance to substantiate Services provided to Participants, as directed by County. Emphasis shall be placed on training activities and unsubsidized employment placements in in-demand occupations with career paths in high growth sectors.
- 10.8 Contractor shall maintain proper eligibility documentation and case files to substantiate eligibility for Services are met. Additionally, all documentation shall be held in accordance with the Record Retention requirements outlined in Appendix C, Sample Master Agreement, Sub-paragraph 8.38, Record Retention, Inspection and Audit Settlement.
- 10.9 Contractor shall provide any necessary support Services, as directed by County.
- 10.10 Contractor shall provide any necessary training Services, as directed by County.
- 10.11 Contractor shall ensure participants are linked to jobs with career pathways in in-demand occupations, as directed by County.
- 10.12 Contractor shall ensure that each Participant shall, at the time of eligibility determination and for the duration of their participation, be a citizen of the United States, or an eligible non-citizen, as determined by Right-to-Work requirements, including the completion of United States Citizenship and Immigration Services (USCIS) Form I-9, as directed by County.
- 10.13 Contractor shall ensure that it meets the particular qualifications and requirements of the Work Order it responds to.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County of Contractor’s new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1 Contractor shall serve the number of customers and enroll the number of Participants as prescribed by County.

12.2 Contractor acknowledges that performance measures may change on a year-to- year basis at the direction of County.

12.3 Contractor shall measure Participant outcomes by obtaining, tracking, and reporting the performance data of the core indicators for its Participants. County may establish additional performance measures that Contractor shall comply with once the additional measures are promulgated.

12.4 In addition, individual Work Orders may contain specific performance requirements or measurements unique to those Work Orders.

EXHIBIT J
(SUBSEQUENT EXECUTED WORK ORDERS)

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 CFR 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 CFR 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain Services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business

associate. And in reference to the party to this Business Associate Agreement, "Business Associate" shall mean Contractor.

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

from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is: (i) transmitted by electronic media; or (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 CFR 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 CFR 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 CFR 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 CFR 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that: (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 CFR 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 CFR 160.103.
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 CFR 164.304.

- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 CFR 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 CFR 164.103.).
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is

Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate

Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the timeframes specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;

- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person who is highly knowledgeable about the facts and circumstances of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event shall the report be completed and submitted to the Chief Privacy Officer later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information. Such written report shall be submitted to the Chief Privacy Officer by mail or e-mail as follows: **Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012; or HIPAA@auditor.lacounty.gov**. To the extent possible, the written report shall include:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 CFR 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person who is highly knowledgeable about the facts and circumstances of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 CFR 164.502 (e)(1)(ii) and 45 CFR 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on

behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information ("Subcontractor Business Associate Agreement").

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1 (Subcontractor Business Associate Agreement).
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Business Associate shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify Covered Entity by contacting County's Compliance Manager.
- 6.5 Without limiting the requirements of Section 6.1, the Subcontractor Business Associate Agreement shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information by contacting County's Compliance Manager.
- 6.6 Without limiting the requirements of Section 6.1, the Subcontractor Business Associate Agreement shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 CFR 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity's County Master Agreement Manager in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, the information shall be provided in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Within ten (10) business days after receipt of a written request from Covered Entity, Business Associate shall provide information collected in accordance with Section 9.1.1 to Covered Entity's County Master Agreement Manager to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity's County Master Agreement Manager in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 CFR 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 CFR 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

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

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

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

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with 45 CFR 164 Subpart D, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Section 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and

expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

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

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without

payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall not retain any copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to

carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with 45 CFR 164 Subpart C with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered Entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The parties agree that the provisions under the HIPAA Rules that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.
- 20.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of

the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT L
(CHARITABLE CONTRIBUTIONS CERTIFICATION)

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

Check the Certification below that is applicable to your organization:

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

OR

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

Contractor's Name

Master Agreement Number

Internal Revenue Service Employer Identification Number

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

Name of Authorized Representative (Print)

Title of Authorized Representative

Authorized Representative's Signature

Date

EXHIBIT M

(ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)

The purpose of this Exhibit M is to establish required accounting, financial reporting, and internal control standards for Contractor.

The accounting, financial reporting and internal control standards described in this Exhibit M are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit M represents the minimum required procedures and controls that must be incorporated into Contractor's accounting and financial reporting systems. Contractor certifies that throughout the entirety of this Master Agreement, it shall maintain the required level of staffing as outlined in this Master Agreement. Therefore the internal control standards described herein are those that apply to Contractor's organization and Contractor shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Contractor's subcontractors must also follow these standards unless otherwise stated in this Master Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractor shall maintain written financial and accounting procedures which incorporate Generally Accepted Accounting Principles and Contractor shall adhere to the requirements set forth therein. Contractor may elect to use either the accrual basis or cash basis of accounting during the Fiscal Year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions. All financial reports required by County shall be prepared by Contractor using accrual information and shall be submitted as directed by County.

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If Contractor elects to use the cash basis for recording financial transactions during the Fiscal Year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the Fiscal Year.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Master Agreement Fiscal Year to the extent goods and Services are received or are applicable to that Fiscal Year.

2.0 Accounting System

Contractor shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. Contractor shall also maintain a Payroll Register. Postings to the General Ledger and Journals shall be made at least on a monthly basis. Contractor shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on Services provided.

2.1 General Journal

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

<u>Example:</u>	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain the following column headings (minimum requirements):

- Date
- Receipt Number
- Cash Debit columns
- Income Credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (entries in the description column must specify the source of cash receipts)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

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

- Date
- Check Number
- Cash (Credit) column
- Expense Account name
- Description

Note (1) Separate cost columns are required for salary expense and other recurring cost classifications for each Program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks).

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sub-sections A.3.2 (Supporting Documentation) and B.2.4 (Credit Cards) for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of Contractor's programs (both County and non-County programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

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

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Contractor shall present an invoice to County each calendar month to report the prior month's financial activity of the Program. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the Fiscal Year. An invoice shall be provided to County as required in this Master Agreement. At the discretion of County, Contractor will be required to submit all invoices and supporting documentation through County's Contract Management System - Contractor's Gateway or any other electronic System to be determined by County.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Contractor's accounting records or supporting documentation shall be immediately reported to County pursuant to the requirements outlined in Exhibit O (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), Section III.C (Loss, Destruction or Theft of Assets). Contractor shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Exhibit M. Contractor shall prepare a report and submit it to the local law enforcement agency within twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by Contractor for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four (4) years, and shall be retained for a longer period in the case of unresolved litigation or audit.

To the extent that automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc., the computer files containing this information must be adequately encrypted using the most current

encryption standards to prevent unauthorized access and use. If the allowability of expenditures cannot be determined because Contractor's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in Title 2 Code of Federal Regulations Part 200.302, the expenditures will be questioned during an audit/monitoring review and may be disallowed at the sole discretion of County or its Authorized Representative.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained pursuant to the authorized retention period outlined in Subparagraph 8.37 (Record Retention, Inspection and Audit Settlement) of this Master Agreement.

3.2 Supporting Documentation

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to for the Program shall be required to support an outlay of Master Agreement Sums or Work Order Sums. Unsupported disbursements will be disallowed upon audit. Contractor will be required to repay County for all dollar for dollar disallowed costs. **Photocopied (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent that the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) Contractor shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.**

Supporting documentation is required for various types of expenditures. Contractors shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided Contractor obtains prior written approval of County to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by an employee and approved in writing by a supervisor; time distribution records by Program accounting for total work time on a daily basis for all employees; records showing actual expenditures for Social Security and unemployment insurance; State and Federal quarterly tax returns; Federal W-2 forms; and Federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, Contractor's personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – Master Agreements (detailing the nature and scope of services to be provided), time and attendance records, billing rates, travel vouchers (detailing purpose, time and location of travel), purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. Contractor shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – prior, written approval from County's Master Agreement Manager for travel expenses related to providing Services under this Master Agreement; written travel policies of Contractor; travel expense vouchers showing location, date and time of travel, purpose of trip, benefit(s) to the Program and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, Contractor shall at a minimum retain conference literature, including but not necessarily limited to, agendas and handouts detailing the purpose of the conference, as part of Contractor's documentation of the propriety of the travel expenditure, and its applicability to the Work performed by Contractor hereunder.

Reimbursement rates for mileage shall not exceed applicable County guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is County's maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide Master Agreements or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Contractor shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. Contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, Contractor may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses – A vehicle mileage log must be maintained which established the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the Client(s).

Loans from Employees/Related Parties – Loans to Contractor by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into Contractor bank account. Contractor shall also maintain documentation showing that the loan proceeds were actually used for the Program. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under this Master Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Contractor shall complete a disclosure statement identifying the nature of the affiliated, or related organization/ persons. Contractor shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to Contractor or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Master Agreement. County shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or Federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

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

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

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

- Invoices – Vender name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one (1) check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Master Agreement must be utilized on allowable Master Agreement expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is County program

funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to County.

5.0 Audits

For routine audits and inspections, Contractor will make available County and any of its duly Authorized Representatives (including State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), upon request, during County's hours of operation, throughout the duration of this Master Agreement and for the authorized retention period outlined in Subparagraph 8.37 (Record Retention, Inspection and Audit Settlement) of this Master Agreement, all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through County. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, County retains the right to inspect and conduct investigations of Contractor's fiscal operations and Master Agreement compliance at any time, without prior notice to Contractor seven days a week, when County has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

B. INTERNAL CONTROLS

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

1.0 Cash Receipts

1.1. Separate Bank Account or Cost Center

All Master Agreement Sums shall be maintained in a bank account. Master Agreement Sums or Work Order Sums shall be used exclusively for Services funded under this Master Agreement and shall not be commingled with any other monies of Contractor. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate bank accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt. Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequences of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one (1) day of receipt. Collections of less than \$500 may be held, and shall be secured and deposited weekly or when the total reaches \$500, whichever occurs first. If Contractor can establish that a larger limit is warranted, Contractor may request authorization from County to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable). Contractor shall retain photocopies of County warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in Contractor's accounting records.

1.4 Bank Reconciliations

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

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

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash, purchases) shall be made using Contractor's check, electronic funds transfer, or debit/credit card.

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

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

A second signature is recommended on all checks over \$500, unless otherwise authorized by County in writing. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by Contractor (e.g., postage due, small purchases of office supply items, etc.). Contractor must obtain prior written approval from County's Master Agreement Manager to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor

disbursements (under \$10), such as parking meters, fee, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

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

2.4 Credit Cards

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

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

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

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased the employee making the purchase, and the justification for the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of Contractor's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent Contractor utilizes electronic timecards and time reports, Contractor must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and

time reports are used, Contractor's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Contractor's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards. Contractor shall develop, maintain and adhere to its written personnel policies and procedures, wherein such procedures shall incorporate due process protection according to standard personnel practices.

Personnel and payroll records shall include, but are not limited to, the following:

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

3.3 Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.4 Limitations on Positions and Salaries

Contractor shall not pay any salaries which are higher than those authorized in this Master Agreement, or the Exhibits thereto, including this Exhibit M.

When this Master Agreement is for **Workforce Innovation and Opportunity Act Program Services**, Contractor shall adhere to Public Law 109-234, as provided by the Employment Development Department (EDD) through its issuance of a directive. Contractor shall obtain the most current version of EDD's directive on salary and bonus limitations on-line using the following Website address: http://www.edd.ca.gov/jobs_and_training/Active_Directives.htm

For purposes of establishing a reasonable level of compensation for Contractor's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one Master Agreement or program, time charged to the Master Agreements or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one (1) Master Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Contractor shall not make retroactive salary adjustments for any employee without prior written approval from County's Master Agreement Manager.

3.5 Separation of Duties

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

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

4.0 Bonding – All officers, employees, and Contractors who handle cash or have access to Contractor's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Subparagraph 8.24 (Insurance Coverage) of this Master Agreement.

C. COST PRINCIPLES

1.0 Policy

It is the intent of County to provide funds to Contractor for the purpose of providing Services required by this Master Agreement. Contractor shall use these Master Agreement Sums or Work Order Sums on actual expenses in an economical and efficient manner and shall ensure that these expenditures are reasonable, proper, and necessary costs of providing Services and are allowable in accordance with Title 2 Code of Federal Regulations Part 200 et al.

- 1.1 Contractor is responsible for obtaining Title 2 Code of Federal Regulations Part 200 et al., which is available on-line at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

1.2 Limitations on Expenditures of Master Agreement Sums

Contractor shall comply with this Master Agreement and Title 2 Code of Federal Regulations Part 200 et al. Title 2 Code of Federal Regulations Part 200 et al. defines direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Contractor is unsure of the allowability of any particular type of cost or individual cost, Contractor should request advance written approval from

County's Program Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Master Agreement, Exhibit I (Statement of Work), this Exhibit M, and Title 2 Code of Federal Regulations Part 200 et al., shall be resolved by giving precedence as follows:

- Title 2 Code of Federal Regulations Part 200 et al.
- Master Agreement
- Exhibit I (Statement of Work)
- Exhibit M (Accounting, Administration and Reporting Requirements)

1.3 Expenses Incurred Outside the Master Agreement Period

Expenses charged against Master Agreement Sums or Work Order Sums may not be incurred prior to the effective date of this Master Agreement, or subsequent to this Master Agreement's expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Master Agreement may not be allowable. For example, legal costs incurred while prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Master Agreement between Contractor and County are not allowable. Expenses charged against Master Agreement Sums or

Work Order Sums during any Fiscal Year period may not be incurred outside of that Fiscal Year period.

1.4 Budget Limitation

Expenses may not exceed the maximum limits shown on Exhibit S (Budget).

1.5 Unspent Funds

Contractor shall return any unspent Master Agreement Sums or Work Order Sums to County unless otherwise permitted by this Master Agreement. In addition, County will determine the disposition of unspent Master Agreement Sums or Work Order Sums upon expiration or termination of this Master Agreement and at the end of each Fiscal Year period.

1.6 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable. These expenditures must clearly evidence a benefit(s) to the Program.

2.0 Allocable Expenses

When Contractor provides services in addition to the Services required under this Master Agreement, Contractor shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with Title 2 Code of Federal Regulations Part 200 et al., Contractor shall define its allocable expenses as either direct or indirect costs (as defined in Sub-sections C.2.1 (Direct Costs) and C.2.2 (Indirect Costs) below) and shall allocate each cost using the basis that is most appropriate and feasible.

Contractor shall maintain documentation or allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Unless otherwise set forth in this Master Agreement, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (i.e., a particular

program, service, or other direct activity of Contractor's organization). Examples of direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.

For all employees, other than those employed in general or administrative positions, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one (1) program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

Title 2 Code of Federal Regulations Part 200 et al. describes the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example

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

Direct Allocation Method

This method can also be used when Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

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

Negotiated Indirect Cost Rates

Contractor has the option of negotiating an indirect cost rate or rates for use on all its Federal programs. Contractor must submit a Cost Allocation

Plan to the Federal agency providing the majority of funds to Contractor's organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If Contractor has a Federally approved indirect cost rate, Contractor shall submit a copy of the approval letter to County's Compliance Manager upon request.

D. UNALLOWABLE COSTS

Title 2 Code of Federal Regulations Part 200.421 et seq. addresses the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions (exceptions may include self-insurance, pension funds and reserves for normal severance pay)
- Contributions and donations rendered
- Fines and penalties (e.g., including but not limited to NSF Check Fees, Traffic Citation Fees)
- Lobbying and fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards
- Capital expenditures
- Advertising and public relations
- Entertainment/alcoholic beverages

Additionally, Contractor shall not use Master Agreement Sums or Work Order Sums to repay disallowed costs.

E. REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE

1.0 Contractor shall report suspected fraud (including welfare fraud), abuse, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Contractor shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any subcontractors when that fraud affects its Master Agreement with County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel
- Favoritism/nepotism in the awarding of County contracts, selection of vendors or hiring of Contractor's employees
- Theft or misuse of any funds, resources or equipment
- Falsification of records

- Violation of conflict of interest requirements; etc.
- 2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Master Agreement as solely determined by County.
- 3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website: www.lacountyfraud.org
E-Mail Address: Hotline@auditor.lacounty.gov
Fraud Hotline: (800) 544-6861
Fax: (213) 633-0991
Mail: Office of County Investigations
500 W. Temple St., Room 515
Los Angeles, CA 90012

4.0 User Complaint Report

- 4.1 County's staff shall complete the User Complaint Report (UCR) to report Contractor's non-compliance with the requirements of this Master Agreement. Areas of Contractor's non-compliance include, but are not limited to, the following:
- Contractor's Project Manager or other staff not responding to messages/requests from County staff.
 - Contractor's Project Manager or other staff does not attend trainings/meetings required by County.
 - Contractor staff changes without prior notification to County.
 - Illegal or inappropriate behavior by Contractor's staff.
 - Contractor not submitting reports/documents or maintaining records as required.
 - Contractor not complying with the quality assurance requirements as specified in this Master Agreement.
- 4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Contractor's performance of the requirements of this Master Agreement in addition to being used as the basis for placing Contractor on probation, suspending payment, suspending this Master Agreement, terminating this Master Agreement or any other remedies that are available in this Master Agreement. The UCR may also be used during County's solicitation process to evaluate Contractor's past performance on this Master Agreement in addition to being used when Contractor requests a reference from County for purposes of applying for other grants.

EXHIBIT O
(PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS FOR
FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)

I. GOVERNING REGULATIONS AND POLICIES

- A. If this Master Agreement indicates that Contractor may purchase Fixed Assets, Non-Fixed Assets and Supplies using Master Agreement Sums, pursuant to Subparagraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies), Contractor shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Master Agreement Sums (i.e., Federal, State or County/local monies), Contractor shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:
 - 1.0 The requirements of this Exhibit O
 - 2.0 Administrative requirements, procurement standards and cost principles outlined in Title 2 Code of Federal Regulations Part 200 et al.
 - 3.0 Additional requirements which may be communicated to Contractor through County memorandum, directives, Change Notices, Amendments, etc.
- B. Throughout this Exhibit O, references will be made to Title 2 Code of Federal Regulations Part 200 et al. These references shall mean that Contractor shall follow Title 2 Code of Federal Regulations Part 200 et al. that apply to Contractor based on the type of Program being funded through this Master Agreement (e.g., Area Agency on Aging Programs, Workforce Innovation and Opportunity Act Programs, etc.) and the type of entity that best describes Contractor's organization (e.g., non-profit, local government, educational institution, etc.).
- C. The requirements outlined in this Section I, herein, are applicable to Fixed Assets and Non-Fixed Assets. When specific requirements related to Supplies are not addressed, Contractor shall exercise the same due diligence and care required for the purchase, inventory and disposal of Fixed Assets and Non-Fixed Assets when Contractor uses Master Agreement Sums to purchase Supplies.

- D. In the event of any conflict or inconsistency between the requirements established in this Exhibit O and any of the governing Title 2 Code of Federal Regulations Part 200 et al., the conflict shall be resolved by giving precedence to the governing Title 2 Code of Federal Regulations Part 200 et al.

II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

A. Fixed Asset

1.0 A Fixed Asset is an item which has all of the following attributes:

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments, improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. which are not consumed/sold during the normal course of Contractor's business under this Master Agreement.

1.2 Has a unit acquisition cost that is \$5,000 or more.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000

each, totaling \$12,000 would not meet the \$5,000 unit acquisition cost threshold.

- 1.3 Has a normal useful life of at least one (1) year.
- 1.4 Is used to conduct Contractor's business in the performance of the Work required under this Master Agreement. Such asset must provide a direct benefit to the Program and Services.
- 1.5 Is either purchased with Master Agreement Sums and/or was acquired by Contractor under a Predecessor Agreement(s) for the same/similar purpose as this Master Agreement. Such purchases must be allowable and allocable under the requirements of this Master Agreement. For purposes of this Master Agreement, a Predecessor Agreement(s) shall mean a contract between County and Contractor that was executed prior to this Master Agreement for the same/similar Program Services as this Master Agreement, and such contract has expired or terminated.
- 1.6 Must be ordered or purchased prior to the last three months of the Contract Term, unless the acquisition is pre-approved by County.

B. Non-Fixed Asset

- 1.0 A Non-Fixed Asset is an item which has all of the following attributes:
 - 1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Sub-section II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc.
 - 1.2 Has a unit acquisition cost that is less than \$5,000 but is at least \$500, or has a unit acquisition cost that is less than \$5,000 but is at least \$300 if it was purchased under a Predecessor Agreement(s).
 - 1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used

together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would meet the requirements for the unit acquisition cost described herein.

1.3 Has a normal useful life of over one (1) year.

1.4 Is used to conduct Contractor's business in the performance of the Work required under this Master Agreement. Such asset must provide a direct benefit to the Program and Services.

1.5 Is either purchased with Master Agreement Sums and/or was acquired by Contractor under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Master Agreement.

C. Usage of the Term "Assets"

1.0 Throughout the entirety of this Exhibit O, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in Sub-section II.A (Fixed Asset), herein, and Sub-section II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate

term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term “Assets” shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter “Assets”).

D. Types of Assets

- 1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.
 - 1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.
 - 1.2 Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.
- 2.0 Improvements and Betterments are products that typically do not increase the physical size of the unit.
 - 2.1 Requirements for Area Agency on Aging (AAA) Programs, Adult Protective Services Program, Dispute Resolution Program and Workforce Innovation and Opportunity Act (WIOA) Programs
 - 2.1.1 Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, lower operating costs, etc.).
 - 2.1.2 An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Sub-section II.A (Fixed Asset), herein.
 - 2.1.3 Examples of Fixed Assets that might be improved or bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage and lighting systems, etc.

2.2 Requirements Exclusive to Community Services American Indian Block Grant Program

2.2.1 For purposes of the Community Services American Indian Block Grant Program, Improvements and Betterments shall only include low-cost residential weatherization or other energy-related home repairs.

2.2.2 Such Improvement or Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Sub-section II.A (Fixed Asset), herein.

2.2.3 The purchase or improvement of land or the purchase, construction or permanent improvement of any building or other facility except as provided in this Sub-section II.D.2.2, herein, is strictly prohibited.

3.0 Intangible Property is an item which lacks physical substance but gives valuable rights to the owner; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

3.1 The acquisition cost of the Intangible Property includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical Intangible Property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.

3.2 Examples of Intangible Property include patents, copyrights, leases, computer software, etc.

4.0 Hardware consists of tangible equipment including computers, printers, terminals, etc.; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

E. Supplies

1.0 Supplies are items which have all of the following attributes:

1.1 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils, printer cartridges, file folders, etc. (i.e., Supplies are

items which are used in such a way that once used, they cannot be re-used or recovered afterward).

- 1.2 Have a unit acquisition cost that is less than \$500, or less than \$300 if purchased under a Predecessor Agreement(s).
- 1.3 Are necessary for Contractor to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.
- 1.4 Are either purchased with Master Agreement Sums and/or were acquired by Contractor under a Predecessor Agreement(s).

III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. In some areas, the requirements are only applicable to Assets; however, Contractor shall exercise due diligence in the use and maintenance of Supplies when specific requirements related to Supplies are not addressed.
- B. Management of Assets and Supplies
 - 1.0 To prevent misuse, destruction or theft, Contractor shall exercise due diligence in its care, use, maintenance, protection and preservation of all Assets and Supplies.
 - 2.0 During the entire term of this Master Agreement, Contractor is responsible for the replacement or repair of Assets until Contractor has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.
 - 3.0 Contractor shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
 - 4.0 Contractor shall use Assets and Supplies for the purpose for which they are intended under this Master Agreement. When no longer needed for that purpose, Contractor shall treat them as prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.

- 5.0 Contractor may share use of Assets or allow use by other programs upon prior written approval of County. As a condition of approval, County may require payment under this Master Agreement for that use.

C. Loss, Destruction or Theft of Assets

- 1.0 Contractor shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Contractor shall report such loss, destruction or theft as follows:

- 1.1 Contractor shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.

- 1.2 Contractor shall notify County's Master Agreement Manager by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Contractor shall prepare an Incident Report, as described below, which shall be provided to County's Master Agreement Manager.

- 1.3 Incident Report

- 1.3.1 At a minimum, Contractor's Incident Report of such loss shall contain the following elements:

- 1.3.1.1 Identification of the Asset(s)

- 1.3.1.2 Recorded value(s) of each Asset

- 1.3.1.3 Facts relating to the crime

- 1.3.1.4 A copy of the police report, where appropriate

- 1.3.2 Contractor shall retain the Incident Report pursuant to the record retention requirements outlined in Subparagraph 8.37 (Record Retention, Inspection and Audit Settlement) of this Master Agreement.

- 2.0 Contractor agrees to indemnify County for any loss resulting from the use of any Assets.

IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

- A. Any Asset purchased with the Federal portion of Master Agreement Sums, if any, and/or with Contractor's required matching contributions may not be depreciated or capitalized.
- B. Any Asset purchased with the non-Federal portion of Master Agreement Sums, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Contractor's acquisition policies.
- C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:
 - 1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
 - 2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Contractor to satisfy funding matching requirements.
 - 3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
 - 4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by Contractor.

V. TITLE TO ASSETS

- A. Assets Purchased with Master Agreement Sums
 - 1.0 Unless otherwise required by Federal or State laws or regulations, or as agreed upon in writing by the parties, Assets remain the property of County until such time as County approves the final disposition of the Assets (i.e., County retains title to all Assets used in the performance of this Master Agreement).
- B. Assets Purchased Under a Predecessor Agreement(s)

- 1.0 Unless otherwise required by Federal or State laws or regulations or as agreed upon in writing by the parties, Assets purchased under a Predecessor Agreement(s) remain the property of County until such time as County approves the final disposition of these Assets (i.e., County retains title to all Assets purchased under a Predecessor Agreement(s)).

C. Title to Vehicles

- 1.0 County retains title to vehicles that are purchased with Master Agreement Sums. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.
- 2.0 Vehicles shall be registered only in the name of Contractor. Such registration applies to all vehicles which are purchased with Master Agreement Sums as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.

D. Throughout the entire term of this Master Agreement, Contractor shall adhere to the following:

- 1.0 Contractor shall provide current, ongoing and adequate insurance covering all vehicle drivers pursuant to Subparagraph 8.23 (General Provisions for all Insurance Coverage) and Subparagraph 8.24 (Insurance Coverage) of this Master Agreement.
- 2.0 Contractor shall ensure that each vehicle driver has a current, valid California driver's license.

VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

A. Necessary Prior Approval to Purchase Fixed Assets for Adult Protective Services Program, Community Services American Indian Block Grant Program and Dispute Resolution Program

- 1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use more than \$5,000 of Master Agreement Sums to purchase the Fixed Asset.
- 2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in

accordance with Title 2 Code of Federal Regulations Part 200 et al.

- 3.0 Contractor shall submit a written request to County's Master Agreement Manager to obtain authorization to purchase such Fixed Asset. Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.
- 4.0 Upon receiving written approval from County, Contractor shall ensure that all Fixed Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.
- 5.0 County's approval of Contractor's Budget (as defined in Exhibit H (Definitions)) does not constitute approval for Contractor to purchase the Fixed Asset. Once all written approvals have been received, Contractor shall then include the Fixed Asset in its Budget and proceed with the purchase.
- 6.0 Examples
 - 6.1 If Contractor intends to purchase an item, which costs \$5,700 and otherwise meets the definition of a Fixed Asset, and Contractor will use \$2,500 of Master Agreement Sums to purchase this Fixed Asset, prior approval is not required.
 - 6.2 If Contractor intends to purchase an item, which costs \$5,700 and otherwise meets the definition of a Fixed Asset, and Contractor will use \$5,700 of Master Agreement Sums to purchase this Fixed Asset, prior written approval is required.

B. Necessary Prior Approval to Purchase Assets for Area Agency on Aging (AAA) Programs

- 1.0 Prior to purchasing or acquiring any Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use more than \$500 of Master Agreement Sums to purchase the Asset.
- 2.0 Prior approval is not required for the purchase of Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Supplies as

outlined herein and in accordance with Title 2 Code of Federal Regulations Part 200 et al.

- 3.0 Contractor shall submit a written request to County's Master Agreement Manager to request authorization to purchase such Asset. Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.
- 4.0 Upon receiving written approval from County, Contractor shall ensure that all Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Asset is purchased.
- 5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Asset. Once all written approvals have been received, Contractor shall then include the Asset in its Budget and proceed with the purchase.
- 6.0 Examples
 - 6.1 If Contractor intends to purchase an item which costs \$475 and Contractor will use \$475 of Master Agreement Sums to purchase this item, prior approval is not required.
 - 6.2 If Contractor intends to purchase an item, which costs \$550 and Contractor will use \$500 of Master Agreement Sums to purchase this item, prior written approval is required.

C. Necessary Prior Approval to Purchase Fixed Assets for Workforce Innovation and Opportunity Act (WIOA) Programs

- 1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use any portion of Master Agreement Sums to purchase the Fixed Asset.
- 2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in accordance with Title 2 Code of Federal Regulations Part 200 et al.

- 3.0 Contractor shall submit a written request to County's Master Agreement Manager following the instructions provided in WIOA Directive number D-DWA-04-024/D-YTH-04-08 (dated August 24, 2004). Copies of this Directive are available on the Work Source California website, which may be accessed using the following address:
<http://www.worksourcecalifornia.com/information/directives.htm>
- 4.0 Upon receiving written approval from County, Contractor shall ensure that all Fixed Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.
- 5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Fixed Asset. Once all written approvals have been received, Contractor shall then include the Fixed Asset in its Budget and proceed with the purchase.
- 6.0 Examples
 - 6.1 If Contractor intends to purchase an item which costs \$4,500 and Contractor will use \$4,500 of Master Agreement Sums to purchase this item, prior approval is not required.
 - 6.2 If Contractor intends to purchase an item which costs \$5,100 and Contractor will use \$4,500 of Master Agreement Sums to purchase this item, prior written approval is required.

VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

- A. Necessary Prior Approval to Dispose of Assets for Adult Protective Services Program, Community Services American Indian Block Grant Program, Dispute Resolution Program and WIOA Programs
 - 1.0 Contractor shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.

- 2.0 Contractor shall contact County's Master Agreement Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the disposal of these Assets.
- 3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Master Agreement Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Master Agreement, including Subparagraph 7.6 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit K (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit K (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Master Agreement.
- 4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

B. Necessary Prior Approval to Dispose of Assets for AAA Programs

- 1.0 Contractor shall obtain prior written approval from County (and State) in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.
- 2.0 Contractor shall contact County's Master Agreement Manager to obtain specific instructions on how to request prior approval, and Contractor shall adhere to all County and State requirements for the disposal of these Assets.
- 3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or

storage capability, Contractor shall send a written notification to County's Master Agreement Manager attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Master Agreement, including Subparagraph 7.6 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit K (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit K (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Master Agreement.

- 4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

C. Necessary Prior Approval to Use Program Income from Sales Revenue

- 1.0 Contractor shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit M (Accounting, Administration and Reporting Requirements).
- 2.0 Contractor shall contact County's Program Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the use of such Program Income.

VIII. PURCHASE REQUIREMENTS FOR ASSETS

- A. The following requirements are applicable only to Assets. However, Contractor shall exercise due diligence in the purchase of Supplies when specific requirements related to Supplies are not addressed.

B. Cost Requirements

- 1.0 Contractor shall perform a cost or price analysis prior to the purchase of an Asset.

- 1.1 A cost analysis includes the review and evaluation of

each element of cost to determine its reasonableness, allocability and allowability. Contractor shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in Title 2 Code of Federal Regulations Part 200 et al.

- 1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.
- 2.0 Contractor shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.
- 3.0 Contractor shall avoid purchasing unnecessary or duplicative items. Contractor shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).
- 4.0 Contractor shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Contractor as well as any charges for taxes, delivery/shipping, etc.
- 5.0 Contractor shall only charge the true actual cost of the Asset to this Master Agreement. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Master Agreement shall not be charged by Contractor to another grant, program or contract.

C. Competitive Procurement

- 1.0 Contractor shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in Title 2 Code of Federal Regulations Part 200 et al.
- 2.0 Contractor shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.

- 3.0 Contractor shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.
- 4.0 Contractor or Contractor's agent who develops or drafts specifications, requirements, statements of work, invitation for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.
- 5.0 Contractor shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.
- 6.0 Sole Source Procurement (Non-competitive Procurement)
 - 6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.
 - 6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in Title 2 Code of Federal Regulations Part 200 et al. and at least one (1) of the following applies:
 - 6.2.1 The Asset is available only from a single source/vendor.
 - 6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.
 - 6.2.3 County provides written authorization for non-competitive procurement of the Asset.
 - 6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.
 - 6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.
- 7.0 Contractor shall ensure that solicitations for Assets provide:

- 7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.
- 7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.
- 7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.
- 7.4 Description of specific features of “brand name” products or an equivalent that bidders are required to meet when such items are included in the solicitation.
- 7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.
- 7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.
- 8.0 Contractor shall make an effort to utilize small businesses, minority-owned firms and women’s business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Title 2 Code of Federal Regulations Part 200 et al.

D. Procurement Instrument

- 1.0 Contractor shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price Contracts, cost reimbursable Contracts, etc.
- 2.0 Contractor shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.
- 3.0 “Cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.

E. Documentation Requirements

- 1.0 Contractor shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).
- 2.0 Contractor shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).
- 3.0 Contractor shall maintain documentation of its cost/price analysis and any sole source procurement.
- 4.0 Contractor's Budget
 - 4.1 Contractor shall report Assets purchased with Master Agreement Sums on the Budget. Prior to reporting Assets on the Budget, Contractor shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.
 - 4.2 Assets purchased by Contractor shall match the Assets reported on the Budget.
 - 4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Contractor shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.
 - 4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Contractor shall submit a Budget Modification to County's Master Agreement Manager before the end of the Fiscal Year pursuant to Subparagraph 9.9 (Modifications) of this Master Agreement.
- 5.0 Additional Documentation Requirements for AAA Programs
 - 5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:
 - 5.1.1 Contractor shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.

5.1.2 The supporting documents shall be submitted to County's Master Agreement Manager at the same time that Contractor submits its invoice to County for the Asset.

- F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.
- G. Assets purchased either wholly with the Federal share of Master Agreement Sums and/or with any required Contractor matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR ASSETS

- A. The following requirements are applicable only to Assets. However, Contractor shall exercise reasonable care in the maintenance and tracking of Supplies.
- B. Asset Bar Code Identification Tags
 - 1.0 Contractor shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.
 - 2.0 Contractor shall notify County's Master Agreement Manager to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Contractor shall provide County full access to these Assets so that County can affix the tags on each Asset.
- C. Inventory Tracking
 - 1.0 Every two (2) years, or more frequently as requested by County, Contractor shall conduct a physical inventory of all Assets and shall document its activities. Contractor shall reconcile the results with Contractor's Asset accounting and inventory records.
 - 2.0 Contractor shall investigate any difference(s) between quantities determined by the physical inspection and those shown in the accounting and inventory records to determine the causes of the difference(s).
 - 3.0 As part of its inventory tracking, Contractor shall verify the existence, current utilization and continued need for Assets.

- 4.0 Contractor shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Contractor shall remove these Assets from its accounting and inventory records. Contractor shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Subparagraph 8.37 (Record Retention, Inspection and Audit Settlement) of this Master Agreement.

D. Inventory Reporting Using the Inventory Control Form and/or Inventory Letter

- 1.0 Annually, Contractor shall prepare a written report of all Assets, and shall submit such report to County's Master Agreement Manager using the information provided herein.

- 1.1 Reporting Cumulative Assets

- 1.1.1 At the beginning of each Fiscal Year, Contractor shall prepare a cumulative report of all Assets which are currently in Contractor's possession. In the event that Contractor has properly disposed of Assets (according to the procedures outlined in this Exhibit O) then Contractor shall exclude those disposed Assets from this cumulative inventory report. Contractor shall use Exhibit P (Inventory Control Form), as described in Sub-section IX.D.2.0 (Inventory Control Form), herein, as the mechanism to report these Assets.

- 1.2 Reporting Current Fiscal Year Assets

- 1.2.1 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Contractor shall complete its report of all Assets purchased during that Fiscal Year (please refer to Appendix C (Sample Master Agreement) for additional details on the Closeout process).
 - 1.2.2 During any Fiscal Year in which Contractor does not purchase any Assets, Contractor shall prepare an Inventory Letter in lieu of completing the Inventory Control Form, as described in Subsection IX.D.3.0 (Inventory Letter), herein.

2.0 Inventory Control Form

- 2.1 On an annual basis or more frequently as requested by County, Contractor shall complete Exhibit P (Inventory Control Form) to report its Assets and shall submit it to County's Master Agreement Manager.
- 2.2 Contractor shall maintain supporting records for all Assets reported on the Inventory Control Form including, but not limited to, receipts of purchase, purchase orders, etc.
- 2.3 County may require Contractor to submit such supporting records, which must be placed in sequential order (to match the order of the Assets listed on the Inventory Control Form), with the completed Inventory Control Form.
- 2.4 Contractor shall ensure that the information on the supporting records match the information reported on the Inventory Control Form.
- 2.5 Contractor shall complete the Inventory Control Form by reporting the following Assets:
 - 2.5.1 Assets purchased during prior Fiscal Years.
 - 2.5.2 Assets purchased under a Predecessor Agreement(s).
 - 2.5.3 Assets which County has not authorized Contractor to dispose of (i.e., Contractor shall report all Assets on the Inventory Control Form until the final disposition procedures have been completed for each Asset).
- 2.6 If Contractor has multiple Contracts with County, Contractor shall use a separate Inventory Control Form to report Assets for each Contract.

3.0 Inventory Letter

- 3.1 On an annual basis or more frequently as requested by County, Contractor shall prepare the Inventory Letter, and shall submit it to County's Master Agreement Manager. The Inventory Letter shall adhere to the following:

- 3.1.1 It shall indicate that no Fixed or Non-Fixed Assets were purchased using Master Agreement Sums during the prior Fiscal Year (and shall list the full term of the Fiscal Year; for example, July 1, 20XX – June 30, 20XX).
- 3.1.2 It shall include Contractor's name, Contract number and the name of the Program.
- 3.1.3 If Contractor has multiple Program components, Contractor shall prepare a separate Inventory Letter to report that no Assets were purchased for each Program component. For purposes of this Master Agreement, the Program component is defined as the Work to be provided under this Master Agreement which:
 - 3.1.3.1 Has its own defined Services, Clients and other specific requirements as outlined in Exhibit I (Statement of Work); and,
 - 3.1.3.2 Is funded with its own share of the Master Agreement Sums.
- 3.1.4 The Inventory Letter shall be signed and dated by Contractor's Authorized Representative.

X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. Additionally, Contractor shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Contractor shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant to Section VII (Approval Requirements for Disposing of Assets), herein.
- B. Consistent with Federal and State regulations, Contractor may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit O as well as in Title 2 Code of Federal Regulations Part 200 et al.
- C. For purposes of this Exhibit O, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.

- D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.
 - 1.0 Salvage items include Assets which are obsolete, broken or irreparable.
 - 2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Master Agreement, termination of the Program, dissolution of Contractor's operations, or other similar circumstances.
 - 3.0 Contractor may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:
 - 3.1 Only after the Assets have first been offered to and declined in writing by County.
 - 3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Contractor. For purposes of this Exhibit O, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Contractor employees; Contractor employees' family members; entities that conduct business or have a relationship with Contractor; Clients; etc.
- E. Disposition of Assets upon Dissolution of Contractor's Operations, Expiration or Termination of Contract or Termination of Program
 - 1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:
 - 1.1 After dissolution of Contractor's operations
 - 1.2 Upon expiration or termination of this Master Agreement
 - 1.3 When the Program, for which Assets were purchased, has ended
 - 2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.
 - 3.0 Contractor shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall

submit it to County's Master Agreement Manager within the timeframe designated by County.

- 4.0 County reserves the right to require Contractor to transfer such Assets to another entity, including, but not limited to, State, County or another Contractor.
- 5.0 To exercise the right referenced in Sub-section X.E.4.0, herein, County will issue specific written disposition instructions to Contractor no later than ninety (90) days after expiration or termination of this Master Agreement, notification of Contractor's dissolution or termination of the Program.

F. Supplies

- 1.0 Contractor shall compensate County for its share of the residual inventory of unused Supplies if the residual or current fair market value of the inventory exceeds \$500 or more in the aggregate when the items are no longer needed for either the Program or another Federally-funded program.
- 2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

G. Current Fair Market Value

- 1.0 Contractor shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.
- 2.0 Contractor shall use one (1) or more of the following methods/resources to determine the current fair market value of an Asset:
 - 2.1 Orion Computer Blue Book
 - 2.2 Professional or expert appraisal
 - 2.3 Public advertisement
 - 2.4 Industry quotation
 - 2.5 Other similar methods/resources

H. Sale of Assets

- 1.0 After receiving written approval from County for this action, Contractor may sell Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.
- 2.0 Contractor shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.
- 3.0 Contractor shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Contractor may be required to reimburse County for the revenue that is earned pursuant to Exhibit M (Accounting, Administration and Reporting Requirements).
- 4.0 After the sale of an Asset, Contractor shall prepare an updated Inventory Control Form and submit it to County's Master Agreement Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.
- 5.0 Contractor shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's Master Agreement Manager along with the completed Inventory Control Form.

I. Transfer of Assets

- 1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.
- 2.0 Contractor shall transfer Assets according to this order:
 - 2.1 To another program providing the same or similar service as that provided under this Master Agreement.
 - 2.2 To a Federally or State-funded program.
- 3.0 After the transfer of an Asset, Contractor shall prepare an updated Inventory Control Form and shall submit it to County's Master Agreement Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.

- 4.0 Contractor shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Contractor shall forward copies of these receipts to County's Master Agreement Manager along with the completed Inventory Control Form.

J. Donation of Assets

- 1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.
- 2.0 To donate Assets, Contractor shall:
 - 2.1 Prepare an updated Inventory Control Form and submit it to County's Master Agreement Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.
 - 2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Master Agreement Manager along with the completed Inventory Control Form.
 - 2.3 Obtain liability waiver(s) for donated items. Contractor shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:
 - 2.3.1 Names and addresses of Contractor and recipient organization.
 - 2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.
 - 2.3.3 Date when donation was received by recipient organization.
 - 2.3.4 Certification statement to be attested to by recipient organization releasing Contractor from all liability for the donated Asset(s).

2.3.5 Name, signature and title of the recipient organization's authorized representative.

XI. NON-COMPLIANCE WITH PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS

- A. Contractor shall be under a continuing obligation throughout the entire term of this Master Agreement to comply with the purchase, inventory and disposal requirements outlined in this Exhibit O and in Title 2 Code of Federal Regulations Part 200 et al.
- B. Contractor's non-compliance with these requirements shall subject Contractor to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Subparagraph 9.18 (Remedies for Non-Compliance) in this Master Agreement. County may also impose the following remedies as warranted by the non-compliance:
 - 1.0 Disallow the cost for Assets purchased without prior written approval
 - 2.0 Require Contractor to remit payment for Assets which are not properly disposed or inventoried
 - 3.0 Remove those Assets from Contractor which are not properly maintained pursuant to the requirements outlined herein.

XII. RECORDKEEPING

- A. Contractor shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Subparagraph 8.37 (Record Retention, Inspection and Audit Settlement) of this Master Agreement.
- B. Contractor shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.

County Asset Bar Code ID Number	Funding Source (If multiple funding sources, indicate % split)	DESCRIPTION				Location of Asset	Assigned to (Name of Person)	Cond. of Asset*	Purchase Order No.	No. of Units	DATE		COST	
		Type	Brand	Model	Serial No.						Purchased	Acquired	Unit	Purchased

* Provide condition of the asset upon its disposal, transfer or as requested by County. Condition descriptions: V=Very Good; G=Good; F=Fair; P=Poor; S=Salvage/disposed

**EXHIBIT Q
(CERTIFICATION OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM)**

Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **and**

To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **and**

It agrees to comply with County's Defaulted Property Tax Reduction Program during the term of this Contract.

- OR -

- ☐ It is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

DECLARATION

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

Contractor's Name

Master Agreement Number

Name of Authorized Representative (Print)

Title of Authorized Representative

Authorized Representative's Signature

Date

EXHIBIT R
(CONTRACT MANAGEMENT SYSTEM – CONTRACTOR’S GATEWAY
TERMS AND CONDITIONS OF USE)

- 1.0 County has developed the Contract Management System – Contractor’s Gateway (hereafter “System”), an automated system designed to electronically manage this Master Agreement. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by County.
- 2.0 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include this Exhibit R (hereafter “Terms and Conditions of Use”), the Contract Management System-Contractor’s Gateway User Acknowledgement Agreement (“User Acknowledgement Agreement”), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor’s non-compliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of this Master Agreement, and/or other actions which County may take at its sole discretion.
- 3.0 System Access and Control
 - 3.1. Contractor shall access the System using the following Uniform Resource Locator (URL) link:
https://gateway.css.lacounty.gov:4443/OA_HTML/AppsLogin (please note there is an underscore between “OA” and “HTML” in the URL).
 - 3.2. Contractor shall ensure that data that is accessed using County information technology resources must be used for County authorized purposes and must not be disclosed to others without County’s prior written authorization or unless required by Federal, State or Program regulations.
 - 3.3. Unauthorized access by Contractor to any County information technology resource, including the System, network, software application programs, data files, and restricted work areas is prohibited.
 - 3.4. Accessing the System During Non-Business Hours
 - 3.4.1. County recommends that Contractor does not access the System during non-business hours in order to allow County to provide technical assistance when requested from Users (who are defined in Section 5.0 (User Accounts), herein).
 - 3.4.2. For purposes of this Terms and Conditions of Use, non-business hours are defined as the days and times that are outside of the traditional work week (where the traditional work week is

recognized as Monday – Friday, 8:00 a.m. to 5:00 p.m.). The traditional work week does not include County-recognized holidays.

- 3.4.3. Generally, County-recognized holidays are the same as Federally-recognized holidays such as January 1st, July 4th, December 25th, etc. of each year. Contractor may obtain a current list of County-recognized holidays from County's Master Agreement Manager.

4.0 System Protocols and Security

- 4.1. Digital communications that occur between Contractor and County within the System are conducted over a secure network, which has been established by County using Secure Socket Layer technology, one of the most robust encryption platforms available.
- 4.2. The System's URL provides an assurance to County and Contractor that accessing and using the System are done securely. A Web browser in secure mode will display a URL address beginning with "<https://>" rather than the standard "<http://>", where the "s" in "<https://>" stands for "secure".
- 4.3. County has established these secure, standard protocols which encrypt data across publicly used Internet connections.
- 4.4. County will make every effort to provide standard Internet-level performance while Users utilize the System. Contractor shall contact County when it experiences any disruptions in services by following the guidelines established in Sub-section 8.2, herein.

5.0 User Accounts

5.1. Designation of Users

- 5.1.1. Contractor shall designate Contractor Employees (Users) who shall be responsible for operating the System on Contractor's behalf.
- 5.1.2. For purposes of this Terms and Conditions of Use, a Contractor Employee is defined as a staff member on Contractor's payroll who works on this Master Agreement.
- 5.1.3. Contractor shall obtain prior approval from County to designate an account for each User who accesses the System. Contractor shall follow the instruction guides/tutorials provided by County and the general guidelines outlined in Sub-section 5.5 (Requesting User Accounts), herein, for requesting, creating and designating User accounts.

5.2. User Account Classification

- 5.2.1. User accounts are classified as either View-Only or Administrative. Contractor shall designate a classification for each User when requesting approval for a User account.
- 5.2.2. There are two (2) types of User account classifications:
 - 5.2.2.1. View-Only User: A User who can access the System to view all Master Agreement documents and agency information.
 - 5.2.2.2. Administrative User: A User who can access the System to view all Master Agreement documents and agency information, submit Master Agreement documents to County, update Contractor's administrative information, receive automated System alerts/notices (when designated as the contact person for this responsibility), and perform other functions as defined by County.

5.3. Active and Inactive User Accounts

- 5.3.1. An active User account is defined as a User who has an approved, current, valid account, which does not have an inactive or termination date in the System. This User can access the System and perform functions based on his/her account classification (as defined in Sub-section 5.2 (User Account Classification), herein).
- 5.3.2. An inactive User account is defined as a User whose account profile has been assigned an inactive or termination date and User can no longer access the System.

5.4. Contractor shall designate and maintain a minimum of two (2) active Users (up to a maximum of four (4) active Users) at all times as follows:

- 5.4.1. Contractor shall designate at least one (1) Administrative User at the level of Contractor's Project Manager.
- 5.4.2. Contractor shall designate at least one (1) User who has delegated authority to execute this Master Agreement. This User shall be at the level of the Executive Director and may be classified as either a View-Only User or an Administrative User.
- 5.4.3. One of the two Users shall be designated as the responsible contact who shall receive and respond to System generated alerts/notices pertaining to Master Agreement Document

Deliverables (e.g., insurance certificates, business licenses, permits, etc.).

5.5. Requesting User Accounts

5.5.1. Contractor shall obtain prior approval from County in order to establish User accounts in the System. Contractor shall follow these general guidelines to obtain County's approval:

5.5.1.1. Contractor shall review its Employees, assess each of their responsibilities, and determine which Employee(s) should have a User account in the System.

5.5.1.2. Contractor shall provide the Employee with the User Acknowledgement Agreement, and the Employee shall read and complete the form. Contractor's Authorized Representative shall review and sign the form. Contractor shall ensure that the User Acknowledgement Agreement is completed for each Employee that will receive a User account.

5.5.1.3. Contractor shall ensure that the completed User Acknowledgement Agreement is attached/saved in the System as a Master Agreement Document Deliverable (on the General Page of the Administration tab) prior to requesting and being granted access to the System by County.

5.5.1.4. Contractor shall create a profile for each User in the System.

5.5.1.5. Upon County's receipt of the User profile submitted by Contractor, County will review User's profile and Employee's completed User Acknowledgement Agreement.

5.5.1.6. County will inform Contractor whether the User account has been approved or rejected.

5.5.2. Approved and Rejected User Accounts

5.5.2.1. Upon approval of Contractor's request for a User account, County will provide User with a unique User Name (logon/System identifier) and a default password.

5.5.2.1.1. User shall be responsible for changing his/her password when prompted by the System.

5.5.2.1.2. User may begin accessing the System immediately.

5.5.2.2. Upon rejection of Contractor's request for a User account, County will follow-up with Contractor to discuss the reason(s) for rejecting Contractor's request for a User account.

5.5.3. Contractor's Assurances Upon Creating User Accounts

5.5.3.1. Contractor is responsible for the conduct of all Users who access and utilize the System. Contractor shall ensure that Contractor and its Users adhere to this Terms and Conditions of Use, the User Acknowledgement Agreement, instruction guides/tutorials provided by County, training sessions conducted by County, etc. which establish the policies under which the Users shall operate the System.

5.5.3.2. Contractor shall ensure that each User's copy of the User Acknowledgement Agreement forms are saved in the System as a Master Agreement Document Deliverable. Contractor shall not delete any User Acknowledgement Agreement forms from the System without County's written prior approval.

5.5.3.3. Contractor shall ensure that all Users receive and maintain current copies of all instruction guides/tutorials for using the System, which are developed by County and provided to Contractor.

5.6. User Name and Password

5.6.1. Contractor shall ensure that its Users do not share their unique User Name and password with any other person.

5.6.2. County recommends that Users change their passwords every three (3) months to ensure additional password security.

5.6.3. Contractor shall ensure that all Users maintain valid, secure e-mail accounts, which shall be used for self-service maintenance of User Name and password information. In the event that Users forget their User Name or password, User shall adhere to the instruction

guides/tutorials provided by County for resetting the User Name or password.

- 5.6.4. Repeated changes to a User's password outside of the recommended three-month period, as noted in Sub-section 5.6.2, herein, shall be monitored and investigated by County and may result in County suspending User's access.

5.7. Change in User's Status

- 5.7.1. When a User's status changes (e.g., he/she is no longer employed by Contractor or User's responsibilities change), Contractor's Authorized Representative shall take immediate action to update the User's account profile. Updates to User account profiles shall be approved by County.

- 5.7.2. Contractor shall update User account profiles in the System by removing a User's account once that User is no longer an Employee on this Master Agreement.

5.7.3. New Employees/Users

- 5.7.3.1. When Contractor determines that a new Employee shall receive a User account, Contractor shall adhere to the guidelines established in Sub-section 5.5 (Requesting User Accounts), herein, to create an account in the System.

- 5.7.3.2. Prior to requesting a new User account, Contractor shall ensure that it continues to maintain at least two (2) active Users and does not exceed the maximum of four (4) Users (pursuant to Sub-section 5.4, herein).

- 5.7.4. Contractor shall regularly review all User account information to ensure accuracy and completeness. Contractor shall ensure that updates are completed whenever administrative changes occur.

- 5.7.5. If County determines at its own discretion that Contractor is creating or removing User accounts too frequently then County shall take appropriate measures to investigate and remedy these occurrences. Upon County's request, Contractor shall provide sufficient justification for these frequent User account updates.

6.0 General Policies for Use

- 6.1. County information technology resources are to be used solely for County business purposes.
- 6.2. County may periodically update this Terms and Conditions of Use and the User Acknowledgement Agreement policies. County may also implement future enhancements to the System. Contractor shall ensure that Contractor and Users adhere to all policy updates as well as any new procedures for using System enhancements.
- 6.3. Data Integrity
 - 6.3.1. Contractor shall ensure that Users maintain the integrity of data they enter in the System, and do not save, store or attach electronic files in the System which do not meet the following requirements:
 - 6.3.1.1. File types must be Word, Excel or Portable Data Format (PDF) documents. Files such as pictures, videos, music, PowerPoint presentations, or other files as determined by County are not acceptable types of documents.
 - 6.3.1.2. File types must be compatible with standard/common national brands, including Microsoft Office 2003 products or later version (Word, Excel, etc.), Adobe Reader 9.0 (or later version) or their equivalent.
 - 6.3.1.3. Files shall not be corrupted (i.e., documents shall be free of viruses).
 - 6.3.1.4. The size limit of each file shall not exceed ten (10) megabytes (10 MB).
 - 6.3.2. Contractor's non-compliance with the data requirements outlined herein will be remedied at County's sole discretion.
- 6.4. E-Mail Alerts and Notices
 - 6.4.1. The System generates automatic e-mail alerts and notices based on the occurrence of certain events. These events may include, but are not limited to, confirmation of executed Master Agreement (or Amendments), request for Master Agreement Document Deliverables, notification of expired Master Agreement Compliance Document Deliverables, etc.

- 6.4.2. Contractor shall ensure that its Users adhere to all alerts and notices generated by the System. These alerts and notices shall convey and have the same effect and importance as alerts and notices sent by County's Administration (or their designees) as defined in Paragraph 6.0 (Administration of Master Agreement-County) in this Master Agreement and Exhibit A (County's Administration). Contractor shall appropriately respond to all requests for documentation, promptly adhere to due dates/deadline requirements and diligently follow all instructions indicated in the alert/notice.

6.5. Administrative Changes

- 6.5.1. Pursuant to Paragraph 7.0 (Administration of Master Agreement-Contractor) and Subparagraph 8.34 (Notices) of this Master Agreement, Contractor shall designate its authorized staff by using Exhibit B (Contractor's Administration). Further, Contractor shall initiate any changes in its staff, including those listed on Exhibit B (Contractor's Administration), by giving written notice to County.
- 6.5.2. When changes to Contractor's staff, address or other items requiring written notice are necessary, Contractor shall:
 - 6.5.2.1. Adhere to the requirements outlined in Subparagraph 8.34 (Notices) of this Master Agreement.
 - 6.5.2.2. Upon providing the required written notice to County, update the administrative data in the System, including all User account profile information.
- 6.5.3. Implementation and use of the System shall not excuse Contractor from adhering to the requirements for providing proper written notice to County when changes occur in Contractor's administration.

7.0 Monitoring

- 7.1. All County information technology resources are subject to audit and periodic, unannounced review by County.
- 7.2. County reserves the right to administer, monitor, audit and/or investigate Contractor's access to and use of County's information technology resources (i.e., System, e-mails, Contractor-generated data files, etc.). If evidence of abuse or negligence is identified, County will take the appropriate actions to remedy any areas of Contractor's non-compliance.

7.3. During County's monitoring of User activities, unusual practices will be investigated and reported to County's Administration. County will take the necessary steps to remedy Contractor's inappropriate use of the System. Unusual practices may include, but are not limited to, the following:

7.3.1. Users frequently accessing the System during non-business hours (pursuant to Sub-section 3.4 (Accessing the System During Non-Business Hours), herein).

7.3.2. Contractor not maintaining the minimum and/or exceeding the maximum number of Users at any point in time (pursuant to Sub-section 5.4, herein).

7.3.3. Users changing their passwords more than the recommended limit (pursuant to Sub-section 5.6.4, herein).

7.3.4. Contractor frequently changing its Users (pursuant to Sub-section 5.7.5, herein).

8.0 System Maintenance and Technical Assistance

8.1. To ensure proper operation of the System, County will periodically perform routine System maintenance activities. Since these activities will impact the ability of Users to access the System, County will notify Users when they attempt to login that System maintenance is occurring and County will indicate the time when the System will become available. Generally, System maintenance activities will occur during non-business hours (e.g., weekends, late evenings, County-recognized holidays, etc.) to limit the impact to Users.

8.2. County will provide assistance to Users in the event of technical difficulties that may occur while utilizing the System. Technical assistance will be provided as follows:

8.2.1. Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding County-recognized holidays).

8.2.2. County's Administrators

8.2.2.1. Ms. Tsotso Odamtten may be reached by phone or e-mail, respectively, as follows: (213) 738-2663 or tsotso@css.lacounty.gov.

8.2.2.2. Ms. Lynn Tran may be reached by phone or e-mail, respectively, as follows: (213) 739-7393 or ltran@css.lacounty.gov.

- 8.2.3. County will follow-up on requests for assistance from Contractor within at least two (2) business days during the traditional work week (pursuant to Sub-sections 3.4.2 and 8.2.1, herein).

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICE
SAMPLE BUDGET
FY 2017-18

Agency: _____

Fiscal Year:

2017-18

Executive Director: _____ Phone: _____ Fax: _____

Mailing Address: _____ Email Address: _____

Supervisory District	Funding Amount ¹
1	
2	
3	
4	
5	
Total Funding	\$0

Budget Approval: The following representatives have reviewed and approved the Budget and any additional pages attached for use in carrying out this Contract.

Contractor/Agency Representative

Signature

Date

Contracts Management Supervisor

Signature

Date

Contracts Management Analyst

Signature

Date

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES SAMPLE BUDGET

Agency: _____

BUDGET Cost Category	SUPERVISORIAL DISTRICT					Program District Funded Totals
	1st	2nd	3rd	4th	5th	
1. PERSONNEL						\$0
2. TRAVEL						0
3. RENT						0
4. CONSUMABLE SUPPLIES						0
5. EQUIPMENT						0
6. OTHER						0
TOTAL COSTS	\$0	\$0	\$0	\$0	\$0	\$0

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

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

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

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

OTHER: CONTRACTOR to specify. May include, but is not limited to, the following: (a) Utilities – monthly cost (x) 12 (x) % charged to Agreement; (b) Phone – monthly cost (x) 12 (x) % charged to Agreement; (c) Maintenance of office equipment – monthly cost (x) 12 (x) % charged to Agreement; (d) Printing – monthly cost (x) 12 (x) % charged to Agreement; (e) Insurance – monthly cost (x) 12 (x) % charged to Agreement; (f) Audit fees – Single Audit required if agency receives Federal funding totaling \$750,000 or more; (g) Taxes (sewage);

COSTS SHALL ONLY INCLUDE THE PRORATED SHARE ATTRIBUTABLE TO THE AGREEMENT

Note: All entries in this Exhibit that are left blank are done so intentionally.

**COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES
SAMPLE BUDGET**

Agency: _____

	DESCRIPTION OF ITEM AND BASIS FOR ITS VALUATION	PROGRAM FUNDED GRANT		
1. PERSONNEL				
2. TRAVEL				
3. RENT				
4. CONSUMABLE SUPPLIES				
5. EQUIPMENT				
6. OTHER				
TOTAL COSTS		\$0		

Note: All entries in this Exhibit that are left blank are done so intentionally.

**COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES
SAMPLE BUDGET**

Agency: _____

a. Position/Title	b. Actual Monthly Salary	c. % of Time Employee on this Program	d. % of time Employee provides Direct Services	e. No. of Persons	f. Months Employed	g. Program Funded Amount (b x c x e x f)					
						\$0					
						0					
						0					
						0					
						0					
						0					
						\$0					
			1. TOTAL-DIRECT SALARIES			\$0					
2. FRINGE BENEFITS:						\$0					
F.I.C.A. 0% \$0						\$0					
Worker's Comp. 0% \$0						\$0					
S.U.I. 0% \$0						\$0					
Health & Welfare 0% \$0						\$0					
Fringe Totals 0% \$0						\$0					
3. TOTAL OF ALL DIRECT PERSONNEL COST (Line 1 + Line 2 = Line 3)						\$0	\$0	\$0			

Note: All entries in this Exhibit that are left blank are done so intentionally.

EXHIBIT T
(LIST OF SUBCONTRACTS)

Fiscal Year:

Program Services:

Subcontractor's Legal Name	Subcontractor's Address and Phone Number	Description of the Work/Services to be Performed	Subcontract Number	Subcontract Amount

EXHIBIT U
(COST ALLOCATION PLAN)

EXHIBIT V
(CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)

Contractor shall provide information about its encryption practices. Contractor attests that the information provided in this Exhibit certifies that Contractor will comply with County of Los Angeles Board of Supervisor's policy entitled "Contractor Protection of Electronic County Information" (policy number pending), at the commencement of and during the term of the Master Agreement.

REQUIREMENT	COMPLIANCE RESPONSE	DOCUMENTATION AVAILABLE
	Yes/No	Yes/No
Will County Information Assets stored on your workstation(s) be encrypted?		
Will County Information Assets stored on your laptop(s) be encrypted?		
Will County Information Assets stored on removable media be encrypted?		
Will County data be encrypted when transmitted?		
Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?		
Will County Information Assets be stored on remote servers (i.e., cloud storage, Software-as-a-Service (SaaS))?		

Contractor's Name

Master Agreement Number

Name of Authorized Representative (Print)

Title of Authorized Representative

Authorized Representative's Signature

Date