

APPENDIX A – SAMPLE SUBAWARD



SUBAWARD BY AND BETWEEN

**COUNTY OF LOS ANGELES
DEPARTMENT OF ECONOMIC OPPORTUNITY**

AND

--

FOR

**LOS ANGELES COUNTY AMERICA'S JOB CENTERS OF CALIFORNIA
MODERNIZATION PROGRAM**

SUBAWARD NUMBER: --

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STANDARD EXHIBITS

Exhibit A-1 (Los Angeles County America’s Job Centers of California Modernization: WIOA Title I Adult, Dislocated Worker, and Youth@Work Programs)

Exhibit A-2 (Los Angeles County Veterans America’s Job Center of California Modernization)

Exhibit A-3 (Workforce Innovation and Opportunity Act Rapid Response Program)

Exhibit B (Definitions)

Exhibit C (Intentionally Omitted)

Exhibit D (County's Administration)

Exhibit E (Subrecipient’s Administration)

Exhibit F (COVID-19 Vaccination Certification of Compliance)

Exhibit F-1 (Contractor Acknowledgement and Confidentiality Agreement)

Exhibit G (Safely Surrendered Baby Law)

Exhibit H (Intentionally Omitted)

Exhibit I (Intentionally Omitted)

Exhibit J (Charitable Contributions Certificate)

Exhibit K (Information Security and Privacy Act)

Exhibit L (Intentionally Omitted)

Exhibit M (Accounting, Administration and Reporting Requirements)

Exhibit N (Joint Funding Revenue Disclosure)

Exhibit O (Intentionally Omitted)

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

Exhibit Q (Intentionally Omitted)

Exhibit R (Lower Tier Subawards)

Exhibit S (Intentionally Omitted)

Exhibit T (Cost Allocation Plan)

RECITALS

This agreement for services ("Subaward" or "Contract") is made and entered into this -- day of -- by and between the parties identified below:

County of Los Angeles through its Department of Economic Opportunity ("County")

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

and

--
("Subrecipient")

Subrecipient's Business Address:

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WHEREAS, pursuant to California Government Code Section 26227, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, on July 2, 2014, President Obama signed the Workforce Innovation and Opportunity Act (Public Law 113-128) into law. The Workforce Innovation and Opportunity Act superseded the Workforce Investment Act of 1998; and

WHEREAS, pursuant to the Workforce Innovation and Opportunity Act [Title I (Workforce Development Activities)], the State of California Employment Development Department (State) is authorized to administer elements of the Workforce Innovation and Opportunity Act (WIOA) as it relates to the provision of comprehensive workforce development, training and employment services to adults, dislocated workers, youth, as well as the rapid response services in the event of layoff or closures and workforce services to veterans and their eligible spouses; and

WHEREAS, the WIOA was enacted to create centers that enable residents of Los Angeles County to find the help they need in the areas of job training, employment services, and other related support services in one location; and

WHEREAS, County has established its Los Angeles County America's Job Centers of California Modernization (AJCCs or Program) that serves as an all-inclusive access point to education and training programs that provide demand-driven skills attainment, especially for individuals with barriers to employment; and

WHEREAS, County has entered into an agreement with State wherein State has authorized County to oversee the various WIOA program services as defined in Exhibit A-1 (Los Angeles County America's Job Centers of California Modernization: WIOA Title I Adult, Dislocated Worker and Youth@Work Program Statement of Work), Exhibit A-2 (Los Angeles County Veterans America Jobs Center of California Modernization Statement of Work), and Exhibit A-3 (Workforce Innovation and Opportunity Act Rapid Response Program Statement of Work) (Program Services or Services) and provide Services to Participants who are defined in Exhibit A-1 (Los Angeles County America's Job Centers of California Modernization: WIOA Title I Adult, Dislocated Worker and Youth@Work Program Statement of Work), Exhibit A-2 (Los Angeles County Veterans America Jobs Center of California Modernization Statement of Work), and Exhibit A-3 (Workforce Innovation and Opportunity Act Rapid Response Program Statement of Work); and

WHEREAS, the Program Services shall be governed by the following Acts: WIOA, Wagner-Peyser Act (Title 29 United States Code Section 49 et seq.) and all regulations, directives and program memoranda thereto which are promulgated by the United States Department of Labor Employment and Training Administration, State and County; and

WHEREAS, County has received funding to establish, implement and oversee Program Services and such finding has been authorized by the following regulations: WIOA Title I Subtitle B (Workforce Investment Activities and Providers) Chapter 3 (Adult and Dislocated Worker Employment and Training Activities); and WIOA Title I Subtitle B (Workforce Investment Activities and Providers) Chapter 2 (Youth Workforce Investment Activities); and

WHEREAS, County shall implement and oversee the Program Services within its jurisdictional boundaries and, to this end, County has procured Subrecipient in order to enter into this Subaward with Subrecipient whereby Subrecipient shall provide these Services in accordance with all regulations, directives (and all amendments thereto) which are promulgated by Federal, State and County authorities; and

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

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

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

WHEREAS, on --, the County of Los Angeles Board of Supervisors authorized the Director, or designee, of Department of Economic Opportunity, or his/her designee (Department Head) to enter, execute and administer this Subaward effective -- through --; and

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

1.0 APPLICABLE DOCUMENTS

- 1.1** Exhibits A through T are attached to and form a part of this Subaward. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority.
- 1.2** Subrecipient's Proposal submitted in response to the Los Angeles County America's Job Centers of California Modernization Request for Proposals (RFP) is incorporated and made part of this Subaward. Subrecipient's misrepresentation of any required element in its Proposal submitted in response to the RFP shall be considered an event of default and this Subaward may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3** References in this Subaward to Federal, State, County, and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda as amended, revised and/or modified from time to time. Subrecipient shall contact the assigned Contract Analyst to access current County directives applicable to this Subaward.
- 1.4** The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.

Standard Exhibits:

Exhibit A-1 (Los Angeles County America's Job Centers of California Modernization: WIOA Title I Adult, Dislocated Worker, and Youth@Work Programs)

Exhibit A-2 (Los Angeles County Veterans America's Job Center of California Modernization)

Exhibit A-3 (Workforce Innovation and Opportunity Act Rapid Response Program)

Exhibit B (Definitions)

Exhibit C (Intentionally Omitted)

Exhibit D (County's Administration)

Exhibit E (Subrecipient's Administration)

Exhibit F (COVID-19 Vaccination Certification of Compliance)

Exhibit F-1 (Contractor Acknowledgement and Confidentiality Agreement)

Exhibit G (Safely Surrendered Baby Law)

Exhibit H (Intentionally Omitted)

Exhibit I (Intentionally Omitted)

Exhibit J (Charitable Contributions Certificate)

Exhibit K (Information Security and Privacy Act)

Exhibit L (Intentionally Omitted)

Exhibit M (Accounting, Administration and Reporting Requirements)

Exhibit N (Joint Funding Revenue Disclosure)

Exhibit O (Intentionally Omitted)

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

Exhibit Q (Intentionally Omitted)

Exhibit R (Lower Tier Subawards)

Exhibit S (Intentionally Omitted)

Exhibit T (Cost Allocation Plan)

1.5 This Subaward constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Subawards, written and oral, and all communications between the parties relating to the subject matter of this Subaward. No

change to this Subaward shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit B (Definitions) provides the meaning of key words herein and Exhibits A-1 through A-3 (Statement of Work). The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Subaward (Contract):** This agreement executed between County and Subrecipient. Included are all supplemental agreements amending or extending the Service to be performed. The Subaward sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.2 **Subrecipient (Contractor):** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Subaward.
- 2.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing the Subaward Services.
- 2.1.4 **Subcontract/Lower Tier Subaward:** An agreement by the Subrecipient to employ a Lower Tier Subrecipient to provide Services to fulfill this Subaward.
- 2.1.5 **Subcontractor/Lower Tier Subrecipient:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Subrecipient in furtherance of Subrecipient's performance of this Subaward, at any tier, under oral or written agreement.
- 2.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

- 3.2 If the Subrecipient provides any tasks, deliverables, goods, services, or other work, other than as specified in this subaward, the same will be deemed to be a gratuitous effort on the part of the Subrecipient, and the Subrecipient must have no claim whatsoever against the County.
- 3.3 In the performance of this Subaward, Subrecipient shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 County, at its sole discretion, may adjust Subrecipient's Total Subaward Sum allocated for the current or following Fiscal Year or Program Year to more accurately reflect Subrecipient's level of performance/expenditure.

4.0 TERM OF SUBAWARD

- 4.1 The term of this Subaward will operate on County's Fiscal Year period as defined in Subparagraph.
- 4.2 The term of this Subaward will be six (6) months, through June 30, 2024, commencing after Subaward execution by Subrecipient and County, unless sooner terminated or extended, in whole or in part, as provided in this Subaward.
- 4.3 Following the initial term as set forth in Subparagraph 4.2 above, County shall have the sole option to extend the Subaward for up to three (3) additional one (1) year periods and one six (6) month period for a maximum total Subaward term of four (4) years. Each such extension option shall be exercised at the sole discretion of the County's Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.4 The Subrecipient must notify County when this Subaward is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Subrecipient must send written notification to County at the address herein provided in Exhibit D (County's Administration).

5.0 SUBAWARD SUM

5.1 Subaward Sum

- 5.1.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward (Subaward Sum). The Subaward sum shall be allocated to Subrecipient on an annual basis for each Fiscal or Program Year (Maximum Annual Subaward Sum). The Maximum Annual Subaward Sum for the first Fiscal Year of this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

- 5.1.2 Maximum Annual Subaward Sum:
 - 5.1.2.1 WIOA Title I Subtitle B Chapter 3 Adult Program funds: \$--
 - 5.1.2.2 WIOA Title I Subtitle B Chapter 3 Dislocated Worker Program funds: \$--
 - 5.1.2.3 WIOA Title I Subtitle B Chapter 2 Youth Program funds: \$--
 - 5.1.2.4 Youth@Work CalWORKs (TANF) Program funds: \$--
 - 5.1.2.5 Youth@Work Local Funds: \$--
 - 1) CalWORKs: \$--
 - 2) Foster Youth: \$--
 - 3) Other Underserved Youth: \$--
 - 4) System Involved Youth: \$--
 - 5) GROW: \$--
 - 6) Probation: \$--
 - 5.1.2.6 Adult Local Funds: \$--
 - 1) INVEST: \$--
 - 2) Measure H: \$--
- 5.1.3 Future allocations of the Subaward Sums will be contingent upon the Subrecipient's level of performance/expenditure and the availability and appropriation of funds from Federal, State, and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Subaward Sum

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

5.4 No Payment for Services Provided Following Expiration- Termination of Subaward

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

5.5 Invoices and Payments

- 5.5.1 The Subrecipient must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A1 through A3 (Statement of Work) and elsewhere hereunder. The Subrecipient must prepare invoices, which will include the charges owed to the Subrecipient by the County under the terms of this Subaward. The Subrecipient's payments will be as provided in Subrecipient's budgets as approved in County's Workforce Online Reporting and Knowledge System (WORKS) and the Subrecipient will be paid only for the tasks, deliverables, goods, Services, and other work approved in the County's WORKS. If the County does not approve work in WORKS, no payment will be due to the Subrecipient for that work.
- 5.5.2 County and Subrecipient agree that this is a cost reimbursement Subaward. County and Subrecipient further agree that all expenditures represent the Subrecipient's true, actual and supported costs which incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc. In the event that County or any of its duly authorized representatives (including, but not limited to Federal, State, and other County agents) notes any discrepancy(ies) between the Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient, then County shall remedy such discrepancy(ies) at County's sole discretion.
- 5.5.3 The Subrecipient's invoices must be priced in accordance with Subrecipient's budgets as approved in County's WORKS.
- 5.5.4 The Subrecipient must submit monthly invoices to the County by the 15th calendar day of the month following the month of Service. When the 15th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday) Subrecipient shall submit the invoice by the following business day. County reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory guidelines.

- 5.5.5 Subrecipient shall submit an invoice for each month of Service. When Subrecipient does not incur any expenditures for the month of Service, Subrecipient shall prepare an invoice so that the invoice reflects zero dollars (\$0) in expenditures.
- 5.5.6 When Subrecipient receives or discovers any overpayment from County, Subrecipient shall immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient shall immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.
- 5.5.7 For Profit Entities
- 5.5.7.1 Subrecipient operating as a For-Profit agency must have a negotiated, substantiated, and approved profit rate by the County prior to submission of invoices.
- 5.5.8 Payments to Subrecipient will be made within thirty (30) calendar days after recipient of an "undisputed invoice". For the purposes of this subparagraph, an undisputed invoice shall mean an invoice which does not contain any errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient shall promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirement outlined herein and as directed by County.
- 5.5.9 For invoices not processed through WORKS under this Subaward must be submitted to the following email address: DEO-INV@opportunity.lacounty.gov and in accordance with County's instructions and approved format.
- 5.5.10 **County Approval of Invoices**
- All invoices submitted by the Subrecipient for payment must have written approval or approval through WORKS of the County's Contract Manager and/or County's Program Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.11 **Past Due Invoice**
- Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice

which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.

5.5.12 Supporting Documentation

Subrecipient shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient Work performance under the requirements of this Subaward. Upon direction of County, Subrecipient shall provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoices and be submitted to the County within fourteen (14) days or as determined by County. County reserves the right to require Subrecipient to upload all required support documentation using County's WORKS.

5.5.13 Local Small Business Enterprises – Prompt Payment Program

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

5.6 Cost of Living Adjustments (COLA's)

If requested by the Subrecipient, the Subaward (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Subaward anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage Subawards, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Subaward) from the base upon which a COLA is calculated, unless the Subrecipient can show that his/her labor cost will actually increase. Further, before any COLA increase takes effect and becomes part of this Subaward, it will require a written amendment to this Subaward first, that has been formally approved and executed by the parties.

5.7 Limitations on Use of Subaward Sums

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

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward shall be in compliance and in conformity with Title 2 Code of Federal Regulations Part

200 et seq. Subrecipient shall comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit M (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Subrecipient shall be responsible for obtaining Title 2 Code of Federal Regulations Part 200 et seq., which is available via the Internet at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

5.7.3 Limitations on Subaward Sums

5.7.3.1 Subrecipient shall not be paid for any Subaward expenditures that exceed the Maximum Subaward Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Subaward Sum. Any expenditures that exceed the Maximum Subaward Sum shall become the sole fiscal responsibility of Subrecipient.

5.7.3.2 Subrecipient shall not be paid for any Subaward expenditures that exceed the Maximum Annual Subaward Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Annual Subaward Sum. Any expenditures that exceed the Maximum Annual Subaward Sum shall become the sole fiscal responsibility of Subrecipient. Subrecipient shall only expend Subaward Sums during the Fiscal Year or Program Year for which it is allocated. When Subrecipient does not expend funding up to the Maximum Annual Subaward Sum appropriated for the Fiscal Year or Program Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year or Program Year.

5.7.4 Prohibitions on Subaward Sums

5.7.4.1 Subrecipient shall comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan or cooperative agreement. Subrecipient shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements. When the Maximum Annual Subaward Sum is \$100,000 or more, the Subrecipient must file the Lobbying Certification.

5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward shall be used in the performance

of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

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

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

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

5.8 Other Subawards

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

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

5.9 Joint Funding Revenue

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

5.10 Assistance Listing Number

5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key

pieces of information including, but not limited to, the following: Federal Award Identification Number (FAIN), Assistance Listings Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and its Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient shall provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.

5.10.1.1 Subrecipient Name: --.

5.10.1.2 Subrecipient's Unique Entity Identification: --

- 1) WIOA Adult, Dislocated Worker, Rapid Response and Veterans Program Services
- 2) Federal Award Information Number (FAIN): AA-34757-20-55-A-6
- 3) Federal Award Date: July 1, 2023
- 4) Subaward Period of Performance Start and End Date: Execution date through June 30, 2024
- 5) Amount of Federal Funds Obligated by this Action: \$--
- 6) Total Amount of Federal Funds Obligated to Subrecipient: \$--
- 7) Total Amount of Federal Award: \$--
- 8) Federal Award Project Description:
 - (i) WIOA Adult Program: To prepare workers, particularly individuals with barriers to employment, for good jobs by providing job search assistance and training. The Adult Program provides an emphasis on serving public assistance recipients, and individuals who are low-skilled.
 - (ii) WIOA Dislocated Workers Program: To help dislocated workers become reemployed through job search assistance and/or training that builds their occupational skills to meet labor market needs.
- 9) Name of Federal Award Agency, Pass-Through Entity(ies), and Contract Information for Awarding Official: United States Department of Labor, Employment Training Administration/Veterans' Employment and Training Service; State of California, Employment Development Department;

and County. Refer to Exhibit D (County's Administration) for County contact information.

- 10)** CFDA Number and Name: 17.258 – WIOA Adult Program and 17.278 – WIOA Dislocated Worker Program.

5.10.1.3 WIOA Youth Program

- 1)** Federal Award Information Number (FAIN): AA-38518-22-55-A-6
- 2)** Federal Award Date: --
- 3)** Subaward Period of Performance Start and End Date: Execution date through June 30, 2024
- 4)** Amount of Federal Funds Obligated by this Action: **\$--**
- 5)** Total Amount of Federal Funds Obligated to Subrecipient: **\$-**
-
- 6)** Total Amount of Federal Award: **\$--**
- 7)** Federal Award Project Description:
 - (i) WIOA Youth Program: To help low-income youth, between the ages of 14 and 24, acquire the educational and occupational skills, training, and support needed to achieve academic and employment success and successfully transition into careers and productive adulthood.
- 8)** Name of Federal Award Agency, Pass-Through Entity(ies), and Contract Information for Awarding Official: United States Department of Labor, Employment Training Administration/Veterans' Employment and Training Service; State of California, Employment Development Department; and County. Refer to Exhibit D (County's Administration) for County contact information.
- 9)** CFDA Number and Name: 17.259 – WIOA Youth Program

5.10.1.4 Youth@Work CalWORKS and Foster Youth (TANF) Funds

- 1)** Federal Award Information Number (FAIN): 2101CATANF
- 2)** Federal Award Date: --
- 3)** Subaward Period of Performance Start and End Date: Execution date through June 30, 2024
- 4)** Amount of Federal Funds Obligated by this Action: **\$--**
- 5)** Total Amount of Federal Funds Obligated to Subrecipient: **\$--**

- 6) Total Amount of Federal Award: \$--
- 7) Federal Award Project Description:
 - (i) TANF (Youth@Work) Program: To assist needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two-parent families.
- 8) Name of Federal Award Agency, Pass-Through Entity(ies), and Contract Information for Awarding Official: United States Department of Labor, Employment Training Administration/Veterans' Employment and Training Service; State of California, Employment Development Department; and County. Refer to Exhibit D (County's Administration) for County contact information.
- 9) CFDA Number and Name: 93.558 – Temporary Assistance for Needy Families (TANF), Youth@Work CalWORKS and Foster Youth.
- 10) Identification of whether the award is research and development (R&D): Award is not R&D.
- 11) Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 Subrecipient Indirect Costs

- 5.11.1 The de minimis amount of indirect costs that is payable under this Subaward is ten percent (10%). Subrecipient shall not charge indirect costs exceeding ten percent (10%) in accordance with 2 CFR 200 et al.

5.12 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.12.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ subaward with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.12.2 The Subrecipient must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.12.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.12.4 At any time during the duration of the agreement/subaward, a Subrecipient may submit a written request for an exemption to this requirement. Such a request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit D (County's Administration). The County will notify the Subrecipient in writing of any change in the names or addresses shown.

6.2 County's Contract Manager

The role of the County's Contract Manager may include:

- 6.2.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward; however, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby; and
- 6.2.2 Upon request of the Subrecipient, providing direction to the Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.3 County's Program Manager

The role of the County's Program Manager is authorized to include:

- 6.3.1 Meeting with the Subrecipient's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Subrecipient; however, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.
- 6.3.3 The County's Program Manager is not authorized to make any changes to any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Compliance Manager

The role of the County's Compliance Manager is to oversee the day-to-day administration of this Subaward; however, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 Subrecipient Administration

A listing of all of Subrecipient's Administration referenced in the following paragraphs is designated in Exhibit D (Subrecipient's Administration). The Subrecipient will notify the County in writing of any change in the names or addresses shown.

7.2 Project Manager

7.2.1 The Subrecipient's Project Manager is designated in Exhibit E (Subrecipient's Administration). The Subrecipient must notify the County in writing of any change in the name or address of the Subrecipient's Project Manager.

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

7.3 Approval of Subrecipient's Staff

County has the absolute right to approve or disapprove all of the Subrecipient's staff performing work hereunder and any proposed changes in the Subrecipient's staff, including, but not limited to, the Subrecipient's Project Manager.

7.4 Subrecipient's Staff Identification

Subrecipient will provide, at Subrecipient's expense, all staff providing Services under this Subaward with a photo identification badge.

All of Subrecipient's employees assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Subrecipient bears all expense of the badging.

7.4.1 Subrecipient is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Subrecipient personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Subrecipient personnel must immediately comply with such request.

7.4.2 Subrecipient must notify the County within one business day when staff is terminated from working under this Subaward. Subrecipient must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Subrecipient.

- 7.4.3 If County requests the removal of Subrecipient's staff, Subrecipient must retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Subaward.

7.5 Background and Security Investigations

- 7.5.1 Each of Subrecipient's staff performing Services under this Subaward, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be removed immediately from performing Services under the Subaward. Subrecipient shall comply with County's request at any time during the term of the Subaward. County will not provide Subrecipient or Subrecipient's staff with any information obtained through the County's background investigation.
- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Subrecipient's staff pursuant to this Paragraph 7.5 shall not relieve Subrecipient of its obligation to complete all work in accordance with the terms and conditions of this Subaward.

7.6 Confidentiality

- 7.6.1 Subrecipient must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by

Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Paragraph 7.6 will be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without County's prior written approval.

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

Subrecipient must sign and adhere to the provisions of Exhibit F-1 (Contractor's Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, subaward sum, payments, or any term or condition included under this Subaward, an amendment to the Subaward must be prepared and executed by the Subrecipient and by County's Department Head.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Subaward during the term of this Subaward. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Subaward must be prepared and executed by the Subrecipient and by County.
- 8.1.3 The Department Head or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Subaward). The Subrecipient agrees that such extensions of time will not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to the Subaward must be prepared and executed by the Subrecipient and by County.
- 8.1.4 MODIFICATIONS

8.1.4.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 8.1.4, a Modification:

- 1) Is a mechanism that allows Subrecipient to revise its Budget or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification shall not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A-1, Exhibit A-2, and Exhibit A-3 (Statement of Work).
- 2) Allows Subrecipient to fully utilize Subaward funds to fulfill the requirements of this Subaward and adequately cover the provision of Services.
- 3) If approved by County in writing, must be in the best interests of County and Subrecipient shall adhere to it in its entirety.
- 4) Any Modification, as described below, shall not change the terms, goals or requirements of this Subaward. Such Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County). No modifications are allowed after the close of the Fiscal or Program Year.

8.1.4.2 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., Subrecipient'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 Subparagraph 8.1.4.2, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year. At County's sole discretion, a Budget Modification may exceed 20% of the baseline amount accounting for increases in the Annual Maximum Contract Sum through an executed Amendment. A Budget Modification shall not change the Maximum Annual Subaward Sum or the Maximum Subaward Sum. Subrecipient shall notify County's Program Manager or County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

8.1.4.3 Program Modifications

- 1) The movement of Services from one Service category as defined in Exhibit A-1, Exhibit A-2, and Exhibit A-3 (Statement of Work) to another is classified as a Program Modification. Subrecipient shall notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification shall replace any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

8.1.4.4 Change Notice

- 1) For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a Change Notice Program memorandum or administrative directive which shall have the same effect. Such Change Notice shall be a written document that is prepared by the County at its sole discretion and is signed by the County. A Change Notice

will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice shall be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient shall adhere to the requirements specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of subaward, or other remedies under this Subaward as determined by County at its sole discretion.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Subrecipient must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Subrecipient is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Subrecipient must not assign, exchange, transfer, or delegate its rights or duties under this Subaward, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For the purposes of this paragraph, County consent will require a written Amendment to the Subaward, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Subaward will be deductible, at County's sole discretion, against the claims, which the Subrecipient may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Subrecipient's duties, responsibilities, obligations, or performance of same by any person or entity other than the Subrecipient, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Subaward which may result in the termination of this Subaward. In the event of such termination, the County will be entitled to pursue the same remedies against Subrecipient as it could pursue in the event of default by Subrecipient.

8.3 Authorization Warranty

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

8.3.1 Board of Director's Resolution

- 8.3.1.1 Subrecipient shall submit its Board of Directors' resolution, which provides written evidence to support the delegated authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements outlined in this Subparagraph 8.3.
- 8.3.1.2 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient shall submit to County a copy of its resolution, order, or motion which has been approved by its Governing Body (e.g., City Council) and signed by the presiding chairperson/president of the Governing Body. If Subrecipient is a private non-profit entity, Subrecipient shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.
- 8.3.1.3 Subrecipient's resolution, order, motion, or other authorization shall contain the following elements: reference to this Subaward by name and number; authorize execution of this Subaward; identify Authorized Representative and any designee who will execute the original Subaward and any subsequent amendments to this Subaward (Authorized Representative and any designee shall be specified in Exhibit D (Subrecipient's Administration)); and approve and accept Subaward Sums. In the event that there is a change in Authorized Representative, Subrecipient shall provide County a revised resolution, order, motion, or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

8.3.2 Board of Director's Roster

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

8.3.3 Bylaws

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

8.3.4 Articles of Incorporation

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

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

8.3.5 Organization Chart

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

8.3.6 Tax Exempt Status Letter

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

8.3.7 Lower Tier Subaward

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

8.3.8 Joint Powers Agreement (JPA)

8.3.8.1 An agreement by two or more public agencies to jointly exercise governmental powers common to all parties under the provisions of California Government Code 6500. Subrecipient shall provide a copy of its JPA, and any subsequent amendments, which reflect the current parties to the JPA. Subrecipient shall notify County in writing within five (5) days of the enactment of any amendments to its JPA.

8.4 Budget Reductions

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

8.5 Complaints

The Subrecipient must develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1 Within fifteen (15) business days after the Subaward effective date, the Subrecipient must provide the County with the Subrecipient's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2 The County will review the Subrecipient's policy and provide the Subrecipient with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in the Subrecipient's policy, the Subrecipient must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4 If, at any time, the Subrecipient wishes to change the Subrecipient's policy, the Subrecipient must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 The Subrecipient must preliminarily investigate all complaints and notify the County's Compliance Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.1.7 Copies of all written responses must be sent to the County's Compliance Manager within five (5) business days of mailing to the complainant.
- 8.5.1.8 Subrecipient shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient shall ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.
- 8.5.1.9 Subrecipient shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County by an individual or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.
- 8.5.1.10 At a minimum, Subrecipient shall incorporate (into its written grievance policies) the procedures and provisions of this Subparagraph 8.5 as well as those outlined in both County's directive number LACOD-WIAD11-01 (as may be amended or superseded) and State's directive number WSD10-1 (as may be amended or superseded).

8.6 Compliance with Applicable Law

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

in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without County's prior written approval. Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 2 Code of Federal Regulations Part 200 et al.; Title 2 Code of Federal Regulations Part 2900; State's energy efficiency regulations (Title 24 California Code of Regulations and Title 42 United States Code 6201); Jobs for Veterans Act (Public Law 107-288); Military Selective Service Act (Title 50 United States Code 3801 et seq.); Mandatory Disclosures (Title 20 Code of Federal Regulations Part 200.113); Buy American Act (WIOA Section 502); Salary and Bonus Limitations (WIOA Section 194(15)); Sweat-free Code of Conduct and Public Contract Code Section 6108; and, Debarment and Suspension (Executive Orders 12549 and 12689). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred fifty thousand dollars (\$150,000) or more, Subrecipient shall also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Clean Water Act/Federal Water Pollution Control Act, as amended (Title 33 United States Code Sections 1251-1387); Executive Order 11738; Davis Bacon Act, as amended (Public Law 107-217 Chapter 3; Solid Waste Disposal Act (Public Law 89-272; and Rights to Interventions (Title 37 Code of Federal Regulations Part 401). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies, and procedures of the Federal, State and County authorities, as applicable.

- 8.6.3 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

8.7 Compliance with Civil Rights Laws

- 8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (as Amended)[Title 42 United States Code Sections 2000e - 2000e-17], Section 188 of the WIOA, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975 (as amended), Title IX of the

Education Amendments of 1972 (as amended), and the Americans with Disabilities Act (ADA) of 1990, to the end that no person shall, on the grounds of race, creed, color, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), religion, ancestry, age, disability, marital status, political affiliation, or belief, national origin (including limited English proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Further, Subrecipient understands that discrimination against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity is prohibited. Subrecipient shall also comply with Title 29 Code of Federal Regulations Part 37; and Title 41 Code of Federal Regulations Part 60; Executive Order 11246.

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Subrecipient has demonstrated to the County's satisfaction either that the Subrecipient is not a "Subrecipient" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Subrecipient qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Subrecipient must have and adhere to a written policy that provides that its Employees will receive from the Subrecipient, 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 Subrecipient or that the

Subrecipient deduct from the Employee's regular pay the fees received for jury service.

- 8.8.2.2 For purposes of this paragraph, "Subrecipient" means a person, partnership, corporation or other entity which has a contract/subaward with the County or a subcontract/lower-tier subaward with a County Contractor/Subrecipient and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts/subawards or subcontracts/lower tier subawards. "Employee" means any California resident who is a full-time employee of the Subrecipient. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Subrecipient has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Subrecipient uses any Lower Tier Subrecipient to perform services for the County under the Subaward, the Lower Tier will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 8.8.2.3 If the Subrecipient is not required to comply with the Jury Service Program when the Subaward commences, the Subrecipient will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Subrecipient must immediately notify the County if the Subrecipient at any time either comes within the Jury Service Program's definition of "Subrecipient" or if the Subrecipient no longer qualifies for an exception to the Jury Service Program. In either event, the Subrecipient must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Subaward and at its sole discretion, that the Subrecipient demonstrate, to the County's satisfaction that the Subrecipient either continues to remain outside of the Jury Service Program's definition of "Subrecipient" and/or that the Subrecipient continues to qualify for an exception to the Program.
- 8.8.2.4 Subrecipient's violation of this paragraph of the Subaward may constitute a material breach of the Subaward. In the event of such material breach, County may, in its sole discretion, terminate the Subaward and/or bar the Subrecipient from the award of future

County subawards for a period consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Subrecipient require additional or replacement personnel after the effective date of this Subaward, the Subrecipient will give consideration for any such employment openings to Participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Subrecipient's minimum qualifications for the open position. For this purpose, consideration will mean that the Subrecipient will interview qualified candidates. The County will refer GAIN-GROW Participants by job category to the Subrecipient. Subrecipients must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and

BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Subrecipient Responsibility and Debarment

8.12.1 Responsible Subrecipient

A responsible subrecipient is a subrecipient who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the subaward. It is the County's policy to conduct business only with responsible Subrecipients.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Subrecipient

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

8.12.4 Subrecipient Hearing Board

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

8.12.4.2 The Subrecipient Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Subrecipient

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

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Subrecipient Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Subrecipient Hearing Board.
- 8.12.4.4 If a Subrecipient has been debarred for a period longer than five (5) years, that Subrecipient may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Subrecipient has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Subrecipient Hearing Board will consider a request for review of a debarment determination only where 1) the Subrecipient has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Subrecipient Hearing Board will provide notice of the hearing on the request. At the hearing, the Subrecipient Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Subrecipient Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Subrecipient Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Subrecipient Hearing Board will

present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Subrecipient Hearing Board.

8.12.5 Lower Tier Recipient of Subrecipient

These terms will also apply to Lower Tier Subrecipients.

8.13 Subrecipient’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law

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

8.14 Subrecipient’s Warranty of Adherence to County’s Child Support Compliance Program

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

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

8.15 County’s Quality Assurance Plan

8.15.1 The County or its agent(s) will monitor the Subrecipient’s performance under this Subaward on not less than an annual basis. Such monitoring will include assessing the Subrecipient’s compliance with all Subaward terms and conditions and performance standards. Subrecipient deficiencies which the County determines are significant or continuing and that may place performance

of the Subaward in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Subrecipient performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Subrecipient. If improvement does not occur consistent with the corrective action measures, the County may terminate this Subaward or impose other penalties as specified in this Subaward.

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

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

8.18 Counterparts and Electronic Signatures and Representations

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

The County and the Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate

places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Subaward.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.21 Governing Law, Jurisdiction, and Venue

This Subaward will be governed by, and construed in accordance with, the laws of the State of California. The Subrecipient agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Subaward and further

agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Subrecipient Status

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Subaward. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. The County in no way warrants that the

Required Insurance is sufficient to protect the Subrecipient for liabilities which may arise from or relate to this Subaward.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Subrecipient's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing Services under this Subaward.

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

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

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

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

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

8.24.2.6 Subrecipient also must promptly report to County any injury or property damage accident or incident, including any injury to a

Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also must promptly notify County of any third-party claim or suit filed against Subrecipient or any of its Lower Tier Subrecipient(s) which arises from or relates to this Subaward and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Subrecipient's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Lower Tier Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Subrecipient will provide leased employees or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer.

Written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Property Coverage

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

8.25.4.4 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Subrecipient, and apply to all of Subrecipient's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity

coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.25.4.5 Technology Errors & Omissions Insurance

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

8.25.4.6 Cyber Liability Insurance

Subrecipient shall secure and maintain cyber liability insurance coverage with limits of \$5,000,000 per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient shall add County as an additional insurer to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Subrecipient's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Subrecipient from the County, will be forwarded to the Subrecipient by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Subaward that the Department Head, or his/her designee, deems are correctable by the Subrecipient over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Subrecipient to correct the deficiency within specified time frames. Should the Subrecipient fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Subrecipient's payment, pro rata, those applicable portions of the Monthly Subaward Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Exhibits A-1 through A-3 (Statement of Work) hereunder, and that the Subrecipient will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Subrecipient; and/or (c) Upon giving five (5) days' notice to the Subrecipient for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Subrecipient, will be deducted and forfeited from the payment to the Subrecipient from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Subrecipient to recover the County cost due to the failure of the Subrecipient to complete or comply with the provisions of this Subaward.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Subaward provided by law or as specified in the Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Subaward as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward.

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

8.29 Non-Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Subrecipient; all information obtained in connection with the County's right to audit and inspect the Subrecipient's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Subaward; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Subaward, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act), and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

- 8.37.1 The Subrecipient must not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Subrecipient’s need to identify its Services and related Participants to sustain itself, the County will not inhibit the Subrecipient from publishing its role under this Subaward within the following conditions:
- 8.37.1.1 The Subrecipient must develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Subaward, the Subrecipient will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Program Manager. The County will not unreasonably withhold written consent.
- 8.37.2 The Subrecipient may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Subaward with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.
- 8.37.3 Subrecipient shall not use or display the official seal of County of Los Angeles or the logo of Department of Economic Opportunity on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Subrecipient must maintain accurate and complete financial records of its activities and operations relating to this Subaward in accordance with generally accepted accounting principles. The Subrecipient must also maintain accurate and complete employment and other records relating to its performance of this Subaward. The Subrecipient agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-

in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Subrecipient and will be made available to the County during the term of this Subaward and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Subrecipient will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by the Subrecipient or otherwise, then the Subrecipient must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the Subrecipient to comply with any of the provisions of this Subparagraph 8.38 will constitute a material breach of this Subaward upon which the County may terminate or suspend this Subaward.

8.38.3 If, at any time during the term of this Subaward or within five (5) years after the expiration or termination of this Subaward, representatives of the County conduct an audit of the Subrecipient regarding the work performed under this Subaward, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Subrecipient, then the difference must be either: a) repaid by the Subrecipient to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Subrecipient from the County, whether under this Subaward or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Subrecipient, then the difference will be paid to the Subrecipient by the County by cash payment, provided that in no event will the County's maximum obligation for this Subaward exceed the funds appropriated by the County for the purpose of this Subaward.

8.39 Recycled Bond Paper

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

8.40 Lower Tier Subaward

- 8.40.1 The requirements of this Subaward may not be subcontracted by the Subrecipient without the advance approval of the County. Any attempt by the Subrecipient to subcontract without the prior consent of the County may be deemed a material breach of this Subaward.
- 8.40.2 If the Subrecipient desires to subcontract, the Subrecipient must provide the following information promptly at the County's request:
 - 8.40.2.1 A description of the work to be performed by the Lower Tier Subrecipient.
 - 8.40.2.2 A draft copy of the proposed Lower Tier Subaward; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Subrecipient must indemnify, defend, and hold the County harmless with respect to the activities of each Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) were the Subrecipient's employees.
- 8.40.4 The Subrecipient will remain fully responsible for all performances required of it under this Subaward, including those that the Subrecipient has determined to subcontract, notwithstanding the County's approval of the Subrecipient's proposed Lower Tier Subaward.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient's employees, providing Services under this Subaward. The Subrecipient is responsible to notify its Lower Tier Subrecipient(s) of this County right.
- 8.40.6 The County's Program Manager is authorized to act for and on behalf of the County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After approval of the Lower Tier Subaward by the County, Subrecipient must forward a fully executed Lower Tier Subaward to the County for their files.
- 8.40.7 The Subrecipient will be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipient(s) and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Subrecipient must obtain certificates of insurance, which establish that the Lower Tier Subrecipient maintains all the programs of insurance required by the County from each approved Lower Tier Subrecipient. Before any Lower Tier employee may perform any work hereunder, Subrecipient must ensure delivery of all such documents to:

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

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

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

8.42 Termination for Convenience

8.42.1 This Subaward may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

8.42.2.1 Stop work under this Subaward on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

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

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

8.43 Termination for Default

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

- 8.43.1.1 Subrecipient has materially breached this Subaward; or
 - 8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Subaward; or
 - 8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Subaward in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Subrecipient will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Subrecipient will continue the performance of this Subaward to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any Lower Tier Subrecipient(s), the Subrecipient will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both the Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, the Subrecipient will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit the Subrecipient to meet the required performance schedule. As used in this paragraph, the term "Lower Tier Subrecipient" means Lower Tier Subrecipient at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Subrecipient was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties will be the same

as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.44 Termination for Improper Consideration

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

8.45 Termination for Insolvency

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

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

8.50.2 For breach of this warranty, the County will have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through subaward are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this subaward will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.53 Time Off for Voting

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

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Subrecipient acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Subrecipients from engaging in human trafficking.

If a Subrecipient or member of Subrecipient's staff is convicted of a human trafficking offense, the County will require that the Subrecipient or member of Subrecipient's staff be removed immediately from performing services under the Subaward. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Subrecipient, and its Lower Tier Subrecipients, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Subrecipient's violation of this paragraph of the Subaward may constitute a material breach of the Subaward. In the event of such material breach, the County may, in its sole discretion, terminate the Subaward.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 COVID-19 Vaccinations of County Subrecipient Personnel

- 8.60.1 At Subrecipient's sole cost, Subrecipient must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Subrecipient Personnel) of County Code Title 2 - Administration, Division 4. All employees of Subrecipient and persons working on its behalf, including but not limited to, Lower Tier Subrecipient(s) of

any tier (collectively, “Subrecipient Personnel”), must be fully vaccinated against the novel coronavirus 2019 (COVID-19) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners (County workforce members), (2) working on County owned or controlled property while performing Services under this Subaward, and/or (3) coming into contact with the public while performing Services under this Subaward (collectively, “In-Person Services”).

- 8.60.2 Subrecipient Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (WHO).
- 8.60.3 Prior to assigning Subrecipient Personnel to perform In-Person Services, Subrecipient must obtain proof that such Subrecipient Personnel have been fully vaccinated by confirming Subrecipient Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (Vaccination Record Card); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (QR) code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Subrecipients who follow the CDPH vaccination records guidelines and standards. Subrecipient must also provide written notice to County before the start of work under this Subaward that its Subrecipient Personnel are in compliance with the requirements of this section. Subrecipient must retain such proof of vaccination for the document retention period set forth in this Subaward and must provide such records to the County for audit purposes, when required by County.
- 8.60.4 Subrecipient will evaluate any medical or sincerely held religious exemption request of its Subrecipient Personnel, as required by law. If Subrecipient has determined that Subrecipient Personnel is exempt pursuant to a medical or sincerely held religious reason, the Subrecipient must also maintain records of the Subrecipient Personnel’s testing results. The Subrecipient must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Subrecipient Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing Services

under this Subaward, and/or (3) coming into contact with the public while performing Services under this Subaward:

- 8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- 8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- 8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Subaward is with.

In addition to complying with the requirements of this section, Subrecipient must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Fraud Prevention Reporting

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

9.3 Child Abuse Reporting

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

9.4 Elder and Dependent Adult Abuse Reporting

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

9.5 Withholding of Payment

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

9.6 Americans with Disabilities Act (ADA)

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

9.7 Fixed Assets, Non-fixed Assets and Supplies

9.7.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit P (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Subrecipient shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed

Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit P (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

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

9.8 Limitations on Corporate Acts

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

9.9 Ownership of Materials, Software, and Copyright

- 9.9.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Subrecipient's work pursuant to this Subaward. The Subrecipient, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Subrecipient's work under this Subaward.
- 9.9.2 During the term of this Subaward and for five (5) years thereafter, the Subrecipient shall maintain and provide security for all of the Subrecipient's working papers prepared under this Subaward. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Subaward, any and all such working papers and all information contained therein.

- 9.9.3 Any and all materials, software and tools which are developed or were originally acquired by the Subrecipient outside the scope of this Subaward, which the Subrecipient desires to use hereunder, and which the Subrecipient considers to be proprietary or confidential, must be specifically identified by the Subrecipient to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.9.4 The County will use reasonable means to ensure that the Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Subrecipient.
- 9.9.5 Notwithstanding any other provision of this Subaward, the County will not be obligated to the Subrecipient in any way under Subparagraph 9.9.4 for any of the Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.9.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.9.6 All the rights and obligations of this Paragraph 9.9 shall survive the expiration or termination of this Subaward.

9.10 Patent, Copyright, and Trade Secret Indemnification

- 9.10.1 The Subrecipient shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Subrecipient's work under this Subaward. County shall inform the Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Subrecipient's defense and settlement thereof.
- 9.10.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- 9.10.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- 9.10.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
- 9.10.2.3 Modify the questioned equipment, part, or software so that it is free of claims.
- 9.10.3 The Subrecipient shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Subrecipient, in a manner for which the questioned product was not designed nor intended.

9.11 Subrecipient's Charitable Activities Compliance

- 9.11.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipients to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County Subrecipients which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Subrecipient which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either subaward termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.12 Data Destruction

- 9.12.1 Subrecipient(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at :
<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>
- 9.12.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Subrecipient(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- 9.12.3 Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide

County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.13 Intentionally Omitted

9.14 Social Enterprise (SE) Preference Program

- 9.14.1 This Subaward is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.14.2 Subrecipient must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.14.3 Subrecipient must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.14.4 If Subrecipient has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this subaward to which it would not otherwise have been entitled, Subrecipient will:
 - 9.14.4.1 Pay to the County any difference between the Subaward amount and what the County's costs would have been if the Subaward had been properly awarded;
 - 9.14.4.2 In addition to the amount described in subdivision (1) above, the Subrecipient will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Subaward; and
 - 9.14.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Subrecipient Non-responsibility and Subrecipient Debarment).

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

9.15 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.15.1 This Subaward is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.15.2 Subrecipient must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.15.3 Subrecipient must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.15.4 If Subrecipient has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Subaward to which it would not otherwise have been entitled, Subrecipient will:
 - 9.15.4.1 Pay to the County any difference between the Subaward amount and what the County's costs would have been if the Subaward had been properly awarded;
 - 9.15.4.2 In addition to the amount described in subdivision (1) above, the Subrecipient will be assessed a penalty in an amount of not more than 10 percent of the amount of the Subaward; and
 - 9.15.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Subrecipient Non-responsibility and Subrecipient Debarment).

Notwithstanding any other remedies in this Subaward, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Subaward award.

9.16 Nepotism

- 9.16.1 Subrecipient certifies that it shall not hire nor permit the hiring of any person in a position funded under this Subaward if a member of the person's immediate family is employed in an administrative capacity by Subrecipient. For purposes of this Subparagraph 9.16, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother,

sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Subrecipient. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

9.17 Probation and Suspension

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

9.17.2 Probation

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

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

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

9.17.3 Suspension

9.17.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and its Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action

is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the suspension.

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

- 9.17.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, shall remain valid during any period of suspension.
- 9.17.4 In response to the notice of probation or suspension, Subrecipient shall submit a written Corrective Action Plan to County's Compliance Manager within ten (10) calendar days of the postmark date indicated on the notice from County or as determined by the County. Subrecipient's Corrective Action Plan shall address all the deficiencies noted by County.
- 9.17.5 County shall review Subrecipient's Corrective Action Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other subawards with County) when Subrecipient submits a Corrective Action Plan that is not acceptable to County.
- 9.17.6 Subrecipient shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Subrecipient's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Subaward upon which County may pursue the remedies for default of Subaward, including, but not limited to, reimbursement for all debt collection costs incurred by County.

9.18 Transition of Subaward Services

- 9.18.1 Completion of Subaward
 - 9.18.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), Subrecipient shall allow County or a newly selected Subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services without additional costs to County. Subrecipient shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.
- 9.18.2 Transition Plan
 - 9.18.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient shall provide a Transition Plan to County. Subrecipient shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient shall submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).
 - 9.18.2.2 County shall review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward

and/or under any of Subrecipient's other subawards/contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient shall adhere to the Transition Plan which, at a minimum, shall include all the elements outlined below.

- 1) Description of how Participants will be notified about the change in their Service provider.
- 2) Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.
- 3) Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 4) Subrecipient's method to evaluate Participants to assure appropriate placement that will allow Participants to receive Services.
- 5) Subrecipient's method to transfer any confidential medical and Participant records to the new Subrecipient in accordance with applicable provisions of the Federal, State or local laws and regulations.
- 6) Subrecipient's method to dispose of confidential records in accordance with applicable laws and regulations, and the terms of this Subaward.
- 7) Subrecipient's plan to assure for the provision of adequate staff to provide continued Services through the remaining term of this Subaward.
- 8) A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.
- 9) Any additional information which may be necessary to affect a safe transition of Participants to other community service providers.

9.18.3 Implementation of the Transition Plan

- 9.18.3.1 Subrecipient shall implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that County will provide Subrecipient a Transition Plan and Subrecipient will implement the Transition Plan provided by County. County will

monitor Subrecipient's progress in carrying out all elements of the Transition Plan.

9.19 Travel Expenses

- 9.19.1 Subrecipient shall obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County.
- 9.19.2 Subrecipient shall maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 9.19.3 Subrecipient shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.
- 9.19.4 Subrecipient shall not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval. Subrecipient's non-compliance with the requirements of this Subparagraph 9.19 will result in these costs being disallowed, payments being withheld, or other remedies being applied as County shall determine to be appropriate.

9.20 MIS Personnel

- 9.20.1 Subrecipient shall assign an employee to have the primary responsibility for data entry into the CalJOBS system or successor system as designated by County. This employee shall be the primary contact person for data issues and problems. Subrecipient shall designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence.
- 9.20.2 Subrecipient shall provide the names of Subrecipient's primary and secondary MIS employees using Exhibit E (Subrecipient's Administration). Subrecipient shall submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit E (Subrecipient's Administration), Subrecipient shall update Exhibit E (Subrecipient's Administration) and submit the revised document to County within two (2) business days of any reassignment or substitution.
- 9.20.3 Subrecipient shall ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

9.21 County Information Assets

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

- 9.21.1.1 Information that is stored in any media form, paper or electronic.
- 9.21.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 9.21.1.3 Personally Identifiable Information as defined in California Civil Code Section 1798.29(g).
- 9.21.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.
- 9.21.1.5 Medical Information as defined in California Civil Code Section 56.05(j).
- 9.21.1.6 Encryption on Workstations and Portable Computing Devices.
- 9.21.1.7 Subrecipient shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:
 - 1) Federal Information Processing Standard Publication (FIPS) 140-2.
 - 2) NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).
 - 3) NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
 - 4) NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
 - 5) At a minimum, Subrecipient shall use Advanced Encryption Standard (AES) with cipher strength of 256-bit.
 - 6) Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County's Contract Manager.
- 9.21.1.8 Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
 - 1) NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
 - 2) NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).

- 3) Subrecipient shall have operational policies, procedures and practices which protect County Information Assets as specified herein and, in the State, Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34) and County's Board of Supervisors Policy Manual (Subrecipient Protection of Electronic County Information) - policy number pending.
- 4) Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.21.2 Removable Media

9.21.2.1 Except in the context of Subrecipient's routine back-ups or as otherwise specifically authorized by County in writing, Subrecipient shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Subaward, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card (xD)), magnetic tape and all other removable data storage media.

9.21.2.2 In the event that Subrecipient will have County Information Assets on or accessed by mobile devices, Subrecipient shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Subrecipient-supplied devices and all applications that may have access to or render County Information Assets.

9.21.3 Data Control and Media Servicing

- 9.21.3.1 Subrecipient shall adhere to the requirements for back-up data stored by Subrecipient at off-site facilities as provided in this Subparagraph 9.21.3.
- 9.21.3.2 County Information Assets shall only be made available and accessible to those parties explicitly authorized under this Subaward or otherwise expressly approved by County in writing.
- 9.21.3.3 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).
- 9.21.3.4 If transferred using removable media (as defined above), County Information Assets must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
- 9.21.3.5 In the event any hardware, storage media or removable media must be sent off-site for servicing, Subrecipient shall ensure that all confidential County Information Assets, including Personally Identifiable Information, Protected Health Information and Medical Information, have been cleared, purged and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88 (Guidelines for Media Sanitization).
- 9.21.3.6 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provides such certification by completing and submitting Exhibit K (Information Security and Privacy Act) in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates, and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology

resources and/or other remedies which are deemed appropriate by County.

9.21.4 Software Maintenance and Operational Management

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

9.21.4.2 Subrecipient shall ensure that all security patches, software updates/upgrades, etc. are applied to all computer systems on which County Information Assets are stored and/or transmitted.

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

9.21.4.4 Subrecipient shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.21.5 Access Control

9.21.5.1 Subrecipient shall implement formal procedures to control access to its systems, services and data, including, but not limited to, user account management procedures and other controls as outlined in this Subparagraph 9.21.5.

9.21.5.2 Subrecipient shall ensure that network access to both internal and external networked services shall be controlled using properly configured firewalls, etc. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging. Applications will include access control to limit user access to information and application system functions. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Subrecipient shall record, review and act upon all events in accordance with the incident response policies set forth herein.

9.21.5.3 Subrecipient shall develop, implement and enforce/maintain a password policy which requires users who are authorized to access confidential County Information Assets on electronic media to: create a strong complex password containing at least eight (8) characters, which shall include upper- and lower-case letters, digits and symbols; and change his/her password at a minimum every ninety (90) days, etc.

9.21.5.4 Subrecipient shall develop, implement and enforce/maintain a password policy which provides for the following system

requirements: when user changes his/her password, the system shall restrict user from re-using any of the last six (6) passwords; the system will lock itself after a minimum of three (3) to a maximum of five (5) failed logon attempts made by user within a thirty (30) minute time frame; and, the system will either lock itself or log off user after thirty (30) minutes of inactivity.

9.21.6 Personnel and Subrecipient Protections

9.21.6.1 Subrecipient shall screen and conduct background checks on all Subrecipient personnel exposed to confidential County Information Assets. Subrecipient shall require its employees and Lower Tier Subrecipient(s) to sign an appropriate written confidentiality/non-disclosure agreement. All Lower Tier Subawards requiring access to Subrecipient's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls and procedures for information systems. Subrecipient shall supply each of its employees with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Subrecipient shall have an established set of procedures to ensure Subrecipient employees promptly report actual and/or suspected breaches of security.

9.21.7 County's Security Audit

9.21.7.1 At County's sole discretion, County or its designee may annually, or more frequently, conduct a security audit to determine Subrecipient's adherence to the requirements outlined in this Subparagraph.

9.21.7.2 County's security audit may include, but is not limited to, a review of the following elements, which shall be provided by Subrecipient upon County's request: a report on Subrecipient's encryption of all electronic media; Subrecipient's report verifying County's written authorization for data destruction along with documented certification of such destruction; and, Subrecipient's written assurance indicating that Subrecipient enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

9.21.8 Security Incident Reporting

9.21.8.1 A security incident occurs when County Information Assets are accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc.

1) Notification of Security Breach to County

- (i) Subrecipient must immediately report all security incidents to County's Compliance Manager but in no event shall the report be made more than two (2) business days after its detection. Subrecipient shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.
- (ii) Subrecipient's notification of the security incident shall include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.
- (iii) Notification of Security Breach to Participants.
- (iv) Subrecipient shall give written notice to any Participant or data subject whose personal information may have been breached.
- (v) Subrecipient shall provide such written notice in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or, when necessary, measures to restore system integrity are required.

9.21.9 Electronic Backups

9.21.9.1 Subrecipient shall ensure that all electronic County Information Assets are protected by performing regular backup of automated files and databases and ensure the availability of County Information Assets for continued business. Subrecipient shall ensure that any portable electronic media used for backups is encrypted.

9.21.10 Cloud Storage

9.21.10.1 Subrecipient and its Lower Tier Subrecipient(s) may not utilize cloud storage of County Information Assets without the prior express written authorization of County, after a review of the cloud service by County or its designee(s).

9.21.11 Hardware Return

9.21.11.1 Upon termination or expiration of this Subaward or at any time upon County's request, Subrecipient will return all hardware provided by County or purchased by Subrecipient using Subaward Sums. Subrecipient shall not alter or modify such hardware. Subrecipient shall physically seal the hardware and return it to County via a bonded courier or as otherwise directed by County in accordance

with Exhibit P (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.21.11.2 In the event that the hardware contains confidential County Information Assets and is owned by Subrecipient or its Lower Tier Subrecipient, Subrecipient shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Subaward or at any time upon County's request. Subrecipient's destruction or erasure of Personal Information, Protected Health Information and Medical Information shall be in compliance with industry best practices as outlined in NIST SP 800-88 (Guidelines for Media Sanitization). Subrecipient shall ensure that its Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.21.

9.22 Remedies for Non-Compliance

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

9.23 Subaward Documents and Deliverables

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

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

9.23.1.1 Subaward Compliance Documents (as described in Subparagraph 9.23).

9.23.1.2 Business Forms (as described in Subparagraph 9.23).

9.23.1.3 Reporting Documents (as described in Subparagraph 9.23).

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

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

9.23.3 Subaward Compliance Documents

9.23.3.1 Business License

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

9.23.3.2 Certificate of Insurance

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

9.23.3.3 Fire Department Inspection Report

- 1) For each Service site that Participant will visit, Subrecipient shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department and Subrecipient shall obtain a written report of the inspection which shall be provided to County annually. If violations are noted on the inspection report, Subrecipient shall ensure that it complies with all corrective measures as directed by the fire department. Subrecipient shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report shall be current within the most recent twelve (12) month period.

9.24 Unique Entity Identification (UEI) Number and System for Award Management (SAM)

- 9.24.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient shall be responsible for obtaining and maintaining a Unique Entity Identification (UEI) number from System for Award Management (SAM) and should be registered in SAM. The UEI number is a unique alpha-numeric identification number and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, unique UEI number. Subrecipient can obtain a UEI number at no cost by on-line at <https://sam.gov/content/home>. Subrecipient shall comply with the requirements outlined in this Subparagraph 9.24.
- 9.24.2 Subrecipient shall provide a valid UEI number to County in the time and manner as designated by County. Subrecipient must keep its UEI number and maintain an active SAM registration with current information at all times on the website. If County cannot access Subrecipient's UEI information related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in Subrecipient's data entry for its UEI number, County will notify Subrecipient and Subrecipient must immediately update the information as required.
- 9.24.3 Subrecipient's failure to adhere to applicable UEI and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

9.25 Fiscal Reporting Requirements

- 9.25.1 Cost Allocation Plan for Cost Reimbursement Activities
 - 9.25.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient shall submit its organization-wide Cost

Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan shall be included in this Subaward as Exhibit T (Cost Allocation Plan).

- 9.25.1.2 The Cost Allocation Plan shall adhere to the requirements outlined in by County, Exhibit M (Accounting, Administration and Reporting Requirements) and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan shall include the following information:
- 1) Description of Subrecipient's organization (i.e., non-profit, for-profit, public/government, etc.).
 - 2) Description of Subrecipient's general accounting policies, including its basis of accounting.
 - 3) List of all the funded programs.
 - 4) An organizational chart that identifies the various services and/or functions for each unit.
 - 5) A detailed listing of all shared and pooled direct and indirect costs that will be allocated.
 - 6) Identification of the Subaward year term for any information/documentation related to the Plan (i.e., July 1 - June 30).
 - 7) A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.25.1.3 Every cost included in the Cost Allocation Plan shall be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.
- 9.25.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient shall sign the Cost Allocation Plan and any revisions made thereto.
- 9.25.1.5 By April 1 of each Subaward year after the first Subaward year in a multi-year term, Subrecipient shall submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.25.1 will remain in effect throughout the following Subaward year. If this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient shall submit the revised methodology to County's Compliance Manager by April 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.

- 9.25.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.25.1.2, Subsections 1 through 7 must be revised at any time during the Subaward term then Subrecipient shall submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.
- 9.25.1.7 Upon receipt of the revisions made to Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan shall constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient shall take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements shall subject Subrecipient to remedies available under this Subaward.

9.25.2 Closeout Reporting Requirements

- 9.25.2.1 Closeout is a process that takes place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of the closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made.
- 9.25.2.2 Subrecipient shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the minimum expenses and accruals as required in the State directive WSD12-3 (Quarterly and Monthly Financial Reporting Requirement) or as updated by EDD through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.
- 9.25.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Subrecipient's Authorized Representative.

- 9.25.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, or the Program ends the Closeout Report shall be for that Subaward period which ends on the termination, cancellation or Program end date. Subrecipient shall submit the Closeout Report after the termination/cancellation or Program end date in the manner and timeframe designated by County.
- 9.25.2.5 At the end of the funding cycle/during the closeout, Subrecipient shall ensure that all the following items match:
- 1) The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).
 - 2) The Grant Share, which is allocated by line items on Subrecipient's Closeout Report, where the Grant Share is the actual Subaward Sum that Subrecipient has budgeted by line items/cost categories on Subrecipient's accounting/fiscal records (i.e., general ledgers, etc.).
 - 3) The Amount Received by line item as reported on Subrecipient's Closeout Report, where the Amount Received is the actual Subaward Sum reimbursed to Subrecipient for its line items.
- 9.25.2.6 In the event that the line item amounts reflected as the Subaward Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County shall allow a maximum of ten percent (10%) variance between the Subaward Sum, approved Budgeted Line Item and Balance available (specifically, the variance between the Subaward Sum line item(s) as reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report) with the following exceptions:
- 1) Performance based (i.e., WEX, training, wages, etc.) line items that have met the minimum performance requirements; and/or
 - 2) Administrative line items that have allocated the maximum amount allowed.
- 9.25.2.7 Subrecipient shall ensure that the total Grant Share and the total Amount Received, which are reflected on the Closeout Report, do

not exceed the total Subaward Sum reflected on the final approved Budget(s).

9.25.3 Program Income Requirements

9.25.3.1 Program Income includes, but is not limited to:

- 1) Income received by Subrecipient, or Lower Tier Subrecipient(s) directly generated by a grant support activity or earned only as a result of the grant Subaward during the grant period.
- 2) Income from usage or rental fees of real or personal property acquired with Subaward Sums.
- 3) Interest income earned on funds received under this Subaward is included.

9.25.3.2 Subrecipient shall adhere to the Program Income requirements outlined herein and in Title 2 Code of Federal Regulations Part 200 et seq.

9.25.3.3 Subrecipient shall use Program Income to expand baseline Program Services.

9.25.3.4 Subrecipient shall report Program Income in budgets as approved and recorded in County's WORKS and shall expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated.

9.25.3.5 Program Income shall be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in budgets as approved and recorded in County's WORKS that excess amount may be deferred for use in the first quarter of the following Fiscal Year or Program Year. If such Program Income is deferred for use, Subrecipient shall use it by the last day of the first quarter of that Fiscal Year or Program Year.

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

9.25.4 Program Refunds and Rebates

9.25.4.1 Subrecipient shall abide by the following:

- 1) Any refunds or rebates made during the period of performance of this Subaward shall abate expenditures and not be retained by Subrecipient for other purposes. Examples of refunds and rebates include but are not limited to:

- (i) Refunds for workers' compensation payments.
- (ii) Vendor rebates, and
- (iii) Receipts from sale of property for which County does not hold title.

9.25.4.2 Any refunds or rebates related to this Subaward made after submission of the final report must be remitted to County. Checks shall be sent to:

County of Los Angeles
 Department of Economic Opportunity
 Financial Management Division
 Attention: Revenue Section
 510 South Vermont, 11th Floor
 Los Angeles, CA 90020

10.0 Survival

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

- 10.1.1 Paragraph 1 (Applicable Documents)
- 10.1.2 Paragraph 2 (Definitions)
- 10.1.3 Paragraph 3 (Work)
- 10.1.4 Paragraph 5 (Subaward Sum)
- 10.1.5 Paragraph 7.6 (Confidentiality)
- 10.1.6 Paragraph 8.1 (Amendments)
- 10.1.7 Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- 10.1.8 Paragraph 8.19 (Fair Labor Standards)
- 10.1.9 Paragraph 8.20 (Force Majeure)
- 10.1.10 Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
- 10.1.11 Paragraph 8.23 (Indemnification)
- 10.1.12 Paragraph 8.24 (General Provisions for all Insurance Coverage)
- 10.1.13 Paragraph 8.25 (Insurance Coverage)
- 10.1.14 Paragraph 8.26 (Liquidated Damages)
- 10.1.15 Paragraph 8.34 (Notices)
- 10.1.16 Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
- 10.1.17 Paragraph 8.42 (Termination for Convenience)

- 10.1.18 Paragraph 8.43 (Termination for Default)
- 10.1.19 Paragraph 8.48 (Validity)
- 10.1.20 Paragraph 8.49 (Wavier)
- 10.1.21 Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))
- 10.1.22 Paragraph 9.9 (Ownership of Materials, Software and Copyright)
- 10.1.23 Paragraph 9.10 (Patent, Copyright and Trade Secret Indemnification)
- 10.1.24 Paragraph 10 (Survival)

IN WITNESS WHEREOF, Subrecipient has executed this Subaward, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Subaward to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

SUBRECIPIENT

(_____)

By

Subrecipient's Authorized Signatory

Title

COUNTY OF LOS ANGELES

By

Kelly LoBianco, Director

County of Los Angeles
Department of Economic Opportunity

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel