



CYNTHIA D. BANKS
Chief Deputy

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

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BOARD OF SUPERVISORS

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"To Enrich Lives Through Effective And Caring Service"

June 29, 2004

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

Dear Supervisors:

**APPROVAL TO ACCEPT FY 2004-05
WORKFORCE INVESTMENT ACT 25% DISLOCATED WORKER
RAPID RESPONSE FUNDS AND CARRY-OVER FY 2003-04 FUNDING
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Community and Senior Services (CSS), or designee, to accept FY 2004-05 Workforce Investment Act (WIA) 25% Dislocated Worker Rapid Response (RR) funds from the State of California Employment Development Department (EDD), projected to be \$1.7 million, for the administration and delivery of RR services to businesses and workers facing downsizing, layoffs and plant closures, and authorize the Director of CSS, or designee, to accept funding augmentations or reductions from EDD, up to 25% of FY 2004-05 projected allocation, and execute all necessary documents with EDD to accept the FY 2004-05 funds.
2. Authorize the Director of CSS, or designee, to accept an additional \$154,712 in WIA RR funds for FY 2003-04, and to carryover a projected \$900,000 in unspent FY 2003-04 funds, including the additional \$154,712, through September 30, 2004.
3. Authorize the Director of CSS, or designee, to amend the existing RR Personal Services Contract, in substantially similar form as Attachment A, to extend the term of the contract from July 1, 2004 to June 30, 2005, after County Counsel's approval as to form, and at a cost not to exceed \$65,000.
4. Authorize the Director of CSS, or designee, to negotiate and execute contract amendments in substantially similar form as Attachment C, with the existing RR vendors listed in Attachment B, in a total amount not to exceed \$575,000, after County Counsel approval as to form from July 1, 2004 through June 30, 2005.

5. Authorize the Director of CSS, or designee, to negotiate and execute a contract in substantially similar form to Attachment D, for the provision of RR small business assistance services, and delegate authority to the Director of CSS, or designee, to extend this contract for two additional years, based upon satisfactory contractor performance, continued availability of State funding for RR services, and CAO and County Counsel's approval. The cost of this contract in FY 2004-05 will not exceed \$200,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow CSS to continue to provide mandated RR services to impacted businesses and their employees in FY 2004-05. The County of Los Angeles is designated as a Local Workforce Investment Area (LWIA) for the purpose of administering and operating employment and training programs, including RR services. RR services provide immediate assistance to businesses facing downsizing or plant closures and to their employees who face imminent layoffs. Through the use of vendor agencies, consultants, and in-house staff, CSS provides planning activities, orientations, educational workshops and job fairs.

On June 24, 2003, your Board approved the acceptance of up to \$1.6 million in WIA RR program funds from EDD. On December 30, 2003, CSS was informed by EDD, that the State had allocated a total of \$1,754,712 to the Los Angeles County LWIA, resulting in an additional \$154,712 than what was originally anticipated, and that the term for the use of the funds would be through September 30, 2004. The extension of the term beyond the FY 2003-04 was due to changes in EDD's allocation practice. EDD suspended the previous practice of providing LWIAs with bridge funding to cover the first quarter of the FY and gave them the authority to utilize these funds through September 30, 2004.

Through a previous solicitation for consultants, a Personal Services Contract was executed on July 1, 2002, effective through June 30, 2003, and subsequently amended, in accordance with Board authorization, to extend the contract for one year through June 30, 2004. This consultant provides valuable services, which includes organizing planning meetings with the employer to conduct RR orientations, assisting impacted employees with gaining access to unemployment services and directing them to the WorkSource/One-Stop Centers to receive re-employment/training services, both in English and Spanish. The consultant is particularly beneficial to Spanish-speaking employees, soon-to-be displaced from employment. An extension of this Personal Services Contract through June 30, 2005 will avoid a gap in services and provide the needed bilingual services to the Spanish-speaking impacted employees.

On June 24, 2003, your Board approved the extension of RR Vendor contracts through June 30, 2004. CSS is requesting authority to extend the existing RR Vendor contracts through June 30, 2005, in an effort to avoid a gap-in-services to impacted businesses and their employees.

CSS will release a Request for Proposal (RFP) to solicit a contractor to provide assistance to small businesses (i.e., financial and business planning, infusing capital, etc.) facing the threat of downsizing. CSS anticipates releasing the solicitation in late July 2004, and these contracts will be effective through June 30, 2005 and may be extended based on satisfactory contractor performance and continued availability of State RR funding.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goals of Service Excellence and Organizational Effectiveness.

Performance Measures

Performance measures are included in the contract amendment for RR vendors, and include: a baseline of 95% of participants rating the workshops as satisfactory or higher, and a timely response to the need for RR services (within 24 hours). CSS staff will be conducting visits of workshops and presentations to participants and businesses to assess their performance (i.e. presentation preparedness, timeliness, ability to communicate information effectively, consistency of approved materials/handouts, and audience interest in the subject matter).

The contractor selected through the RFP process to provide assistance to small businesses facing the threat of downsizing will be measured on (1) a baseline of 95% of businesses rating the presentation as satisfactory or higher and (2) their effectiveness in being able to identify a minimum of 100 or 10% of businesses that will be in need of RR services.

FISCAL IMPACT/FINANCING

The following chart illustrates the funding categories and total allocation of funds:

Funding Categories	Carryover Funds (FY 2003-04)	Project Funds (FY 2004-05)	Totals
CSS Administration	\$ 90,000	\$ 170,000	\$ 260,000
Vendors	\$ 175,000	\$ 400,000	\$ 575,000
Business Assistance Contract	\$ 50,000	\$ 150,000	\$ 200,000
CSS Program Activities	\$ 568,750	\$ 931,250	\$ 1,500,000
Personal Services Contract	\$ 16,250	\$ 48,750	\$ 65,000
TOTAL	\$ 900,000*	\$ 1,700,000	\$ 2,600,000

*Carryover must be spent by September 30, 2004

There is no impact on the County general fund, as the RR program is fully financed by WIA, 25% Dislocated Worker Rapid Response Funds. Funding has been included in the Department's FY 2004-05 Proposed Budget.

The descriptions of the services being rendered by funding categories are as follows:

- CSS Administration: administrative management/indirect costs related to the management of the grant from the State EDD.
- Vendors: conduct "on-site" workshops (i.e., Resume Writing, Career Transition, Effective Job Searching, Resume Writing, Financial Planning, Interviewing Techniques, etc.) to impacted employees. Vendors also provide brief career counseling sessions addressing their transferable skill sets. These services are at the request of companies filing Workers Adjustment Retraining Notification Act (WARN) notices.
- Business Assistance Contract: provide on-site contact to businesses facing the threat of downsizing; conduct presentations to business and auxiliary groups, and Chambers of Commerce, on issues such as business and financial planning, and the infusion of capital to shore up their business. The Contractor will also create and follow-up on a plan of service for the business and link them to their local WorkSource Center; explore customize training opportunities, and other resources that can be leveraged to the benefit of the impacted organization.
- CSS Program Activities: support program staff salaries, orchestrate initial planning meetings with impacted businesses to assess employee needs; develop and provide an orientation to impacted employees; coordinate and secure the services of partner agencies (i.e., EDD-Job Services and Unemployment Insurance Benefits Divisions, Alternative Trade Adjustment Assistance, Trade Adjustment Assistance, Earned Income Tax Credit, etc.) who provide specialized services requested by the employer at orientations; procures orientation materials and employee handbooks, manage RR contracts, processes invoices, assures that all services comply with WIA RR Federal and State guidelines and reporting requirements.
- Personal Services Contract: organizes planning meetings with the employer to conduct RR orientations; conducts orientations to businesses during non-traditional hours; assists employees identify other community resource, conducts all orientations to mono-lingual Spanish-Speaking impacted employees and helps them gain access to unemployment services and local WorkSource/One-Stop Centers to receive re-employment/training services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Legal provisions in the WARN act mandate that companies/organizations notify state/local elected officials when downsizing or plant closures result in the displacement of 50 or more employees. The intent of the law is to serve businesses and allow jurisdictions to respond and help mitigate the impact. CSS provides services to address their needs.

All RR vendors providing workshops to impacted employees are reimbursed on an as-needed basis for workshops, seminars and presentations, based upon negotiated hourly rates, which take into account the type of service provided and number of persons served. The small business assistance contractor will be reimbursed based on (1) the number of presentations provided to Chambers of Commerce, auxiliary groups, business groups, etc., (2) for each company identified as needing RR services, and (3) for each hour the Contractor spends with the business.

On April 8, 2004, the Workforce Investment Board approved the extension of FY 2003-04 RR funds. On June 8, 2004, the WIB approved the release of an RFP to solicit one contractor to provide RR services to small businesses facing the threat of downsizing. Additionally, CSS will seek approval from the WIB to (1) accept FY 2004-05 RR funds in the projected amount of \$1.7 million, and execute all necessary documents, (2) extend the existing Personal Services Contract through June 30, 2005 in an amount not to exceed \$65,000 and (3) extend existing RR vendor contracts through June 30, 2005.

CONTRACTING PROCESS

This Board letter requests that the existing Personal Services Contract will expire June 30, 2004, be extended through June 30, 2005 to avoid a gap in services to Spanish speaking impacted employees. CSS is also requesting the authority to extend the existing RR Vendor contracts, which are scheduled to expire on June 30, 2004, through June 30, 2005.

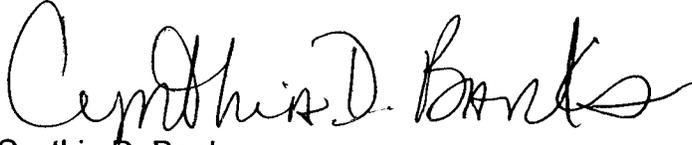
CSS will solicit a small business assistance contractor through a competitive RFP process, which will be posted on the CSS and the Office of Small Business websites. The contractor will be selected based on their adherence to eligibility requirements, their approach to delivering services and proposed costs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow for the continued provision of RR program services for FY 2004-05 in order to assist businesses in distress and to ensure retention of private sector jobs within Los Angeles County.

Honorable Board of Supervisors
June 29, 2004
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Respectfully submitted,

A handwritten signature in black ink that reads "Cynthia D. Banks". The signature is written in a cursive style with a large initial 'C' and a long, sweeping tail.

Cynthia D. Banks
Chief Deputy Director

Attachments (4)

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer of the Board of Supervisors

Contract # _____
Amendment #2

**COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT RAPID RESPONSE
PERSONAL SERVICES CONTRACT AMENDMENT
FY 2004-05**

THIS AMENDMENT is made and entered into this day of , 2004, by and between the **COUNTY OF LOS ANGELES**, hereinafter referred to as "County" and Edna Calderon, hereinafter referred to as "Contractor" with its principal place of business located at _____.

RECITALS

WHEREAS, the parties hereto have previously entered into a contract on July 1, 2003 for an amount not to exceed **fifty-seven thousand dollars (\$57,000)** pursuant to the Workforce Investment Act (WIA) Dislocated Worker Rapid Response Program; and

WHEREAS, the parties hereto desire to amend said Contract in accordance with the terms and conditions set forth below.

NOW, THEREFORE the parties hereto agree as follows:

- I. **Section 4. COUNTY OBLIGATIONS** is amended in its entirety as follows:
Subject to a quarterly review, establishing continued need for services and availability of Dislocated Worker Rapid Response Program funding, the County shall compensate the Contractor in an amount not to exceed **one-hundred seventy-nine thousand dollars (\$179,000)**.
- II. **Section 6. CONTRACT TERM** is amended in its entirety as follows: The term of this Agreement shall commence on July 1, 2002 and terminate no later than June 30, 2005 except as otherwise provided in this Agreement.
- III. The following **EXHIBIT DOCUMENTS** are hereby amended by adding revised documents, which are attached hereto, and which will reflect the time extension and/or increase in services, as applicable:
 - (1) Standard Terms and Conditions (Exhibit A)

IV. Except as expressly modified by this Amendment, the unaffected terms and conditions of the original Contract shall remain valid, binding, and enforceable against the parties.

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Workforce Investment Area, have caused this Amendment to be executed on their behalf by their duly authorized representative. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES:

By: _____
Cynthia D. Banks, Chief Deputy Director
Community and Senior Services

APPROVED AS TO FORM:

Office of the County Counsel

By: _____
Deputy

CONTRACTOR:

By: _____
(Signature)

(Print or Type Name)

(Title)

Executed at: _____

(Date)



**LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES
STATE AND FEDERAL GRANT PROGRAMS**

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS

STATE AND FEDERAL GRANTS PROGRAMS

§ 100. DEFINITIONS.

For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Program, as amended, or its implementing regulations.

§ 101. "Contract" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the foregoing contract and all exhibits referenced therein.

§ 102. "Contractor" shall mean the individual, sole proprietor, partnership, corporation or agency that has entered into this Contract with the County to perform services covered by its terms and conditions.

§ 103. "Contractor's Program Manager" shall mean the individual so designated and identified by the Contractor in Section 6 of the foregoing Contract.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. "County Program Manager" shall mean the individual so designated and identified by the County in Section 6 of the foregoing Contract.

§ 106. "Department" or "CSS" shall mean the County of Los Angeles Department of Community and Senior Services.

§ 107. "Director" shall mean the Director of the County of Los Angeles Department of Community and Senior Services, or his designee.

§ 108. "Funding Source" shall mean the State or federal agency responsible for administering the grant program under which the Contractor receives funds under the terms of this Contract.

§ 109. "Program" shall mean the State or federal grant program under which the Contractor receives funds under the terms of this Contract and provides services in accordance with relevant State and/or federal law, regulations and guidelines during the term of this Contract. The Program or Programs shall be identified in the foregoing Contract with specific Program requirements set forth in Exhibit B to the Contract.

§ 110. "Program Income" shall have the same meaning as that set forth in 29 CFR Part 97 or in the relevant federal grants management common rule and codified in the Code of Federal Regulations applicable to the Program, if any. For purposes of this Contract, the Contractor shall be subject to all applicable regulations and OMB circulars pertaining to Program Income, including without limitation 29 CFR §§ 95.24 (non-governmental grantees) and 97.25 (governmental grantees), 45 CFR § 74.24, and OMB Circulars A-102 and A-110.

§ 111. "Services" shall mean the work to be done or performed under the terms of this Contract, as set forth in Section 2 of the foregoing Contract as elaborated in Exhibit C of the Contract.

§ 112. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

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

§ 202. Compliance with Laws. (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirements.

(b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this

reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 203. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all employment applicants and persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to, the following: 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.

(b) The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification contained in **Exhibit F** to the foregoing Contract.

(c) Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable federal and State anti-discrimination laws.

(d) The Contractor certifies that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group,

identification, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. For the purpose of this **subdivision (d)** discrimination in the provision of services includes, but is not limited to, the following.

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act.

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the County.

(f) The Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the

Contractor of a complaint with respect to any alleged discrimination in the provision of services by the Contractor's personnel or agents. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the Contractor resolution of the matter, shall be referred by the Contractor to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or federal enforcement agency. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures.

(g) A copy of such non-discrimination in services policy and procedures, as identified in **subdivision (f)** above, shall be posted by the Contractor in a conspicuous place, available and open to the public, in each of the facilities operated by the Contractor, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(h) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of ten thousand dollars (\$10,000) pursuant to *California Civil Code* Section 1671 as liquidated damages in lieu of

canceling, terminating, or suspending this Contract.

§ 204. Fraud and Abuse The Contractor, in performing all obligations under the terms of the Contract, certifies and agrees that it will administer the Program with written policies, procedures, and safeguards against fraud and abuse.

§ 205. Civil Rights Laws. Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000d through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, sexual orientation, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

§ 206. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the federal Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, 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, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

§ 207. Safety and Working Conditions Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 et seq.), Contractor assures that such participant or employee will not be required or permitted to

work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

§ 208. Employment Eligibility Verification. (a) The Contractor warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.

(b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Contract, in accordance with applicable provisions of law.

§ 209. Warranty of Adherence to County's Child Support Compliance Program. (a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. § 653a) and

California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County Department of Child Support Services' Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

§ 210. Acknowledgment of County's Commitment to Child Support Enforcement. The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the Contractor with the poster to be used.

§ 211. Selective Service Compliance. The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §§ 451 et seq.) and other eligibility requirements applicable to the Program under which a participant is enrolled.

§ 212. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 213. Conflict of Interest/Contracts Prohibited. (a) The Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Contract.

(b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of services provided under this Contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.

(c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County, the State, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Contract.

(d) Contractor shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs)

resulting from a violation by the Contractor, its officers, employees and agents of this § 213.

§ 214. Lobbying. (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this Contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

§ 215. County Layoffs. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Contract.

§ 216. GAIN/GROW Program Participants. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

§ 217. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County and included in **Exhibit F** to this Contract, shall be submitted to the County no later than the date of execution of this Contract by Contractor.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract 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.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

(f) **Subcontractors.** This § 217 shall also apply to subcontractors and consultants of County contractors.

§ 218. Nepotism. The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this § 218, the term "*immediate family*" means spouse (common law or otherwise), 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 the Contractor. The term "*administrative capacity*" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 219. Administrative and Personnel Procedures. Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Contract.

§ 220. Other Agreements. (a) A copy of any agreements between the Contractor and other public agencies or private organizations which directly impact activities funded under this Contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 221. PELL Grants. To the extent applicable, the Contractor shall encourage all participants to make maximum use of federal PELL education grant funding, and will report and make available to CSS, the State, and DOL and their agents all records relating to participants under this Contract showing PELL grant

applications and PELL grant fund receipt and distribution. No Program tuition costs shall be duplicated by PELL grant funding, except as expressly provided by Program regulation.

§ 222. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Contract, the Contractor certifies that it shall notify its employees, and shall require each of its subcontractors, if any, to notify their employees, that they may be eligible for Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 223. Activities Prohibited. The Contractor certifies that:

(a) No currently employed worker shall be displaced by any Program participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(b) No Program participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under Program.

§ 224. Limitation on Corporate Acts. The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with

the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 226. Sectarian Activities. Except as otherwise expressly authorized by law, the Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the California Constitution, regarding separation of church and state.

§ 227. Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

§ 228. Compliance with Tax Regulations. Contractor certifies that it has: (1) paid all federal and State payroll taxes through the end of the calendar quarter preceding the date of the Contract; (2) made all tax deposits required by federal and State laws through the month preceding the date of the Contract; (3) complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) complied with all payroll tax rules and regulations of the State of California.

§ 229. General Grievance Procedures. (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to Program user/participant complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user/participant complaints.

(b) If, at any time, the Contractor wishes to change their user/participant complaint policy, the Contractor shall submit changes to the County.

(c) The Contractor shall preliminarily investigate all user complaints and notify the County of the status of the investigation within five (5) business days of receiving the complaint.

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

(e) Copies of all written complaint responses shall be sent to the County five (5) business days of mailing to the complainant.

§ 230. Compliance with Jury Service Program. (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) Written Employee Jury Service Policy.

(1) Unless Contractor has demonstrated to the County's satisfaction, either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay

for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this § 230, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

(A) the lesser number is a recognized industry standard as determined by the County, or

(B) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this § 230. The provisions of this § 230 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this § 230 may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

§ 231. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Exhibit F** of this Contract and is also available on the Internet at *www.babysafela.org* for printing purposes.

§ 232. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places a high priority on the implementation of the safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

§ 233. Compliance with County Living Wage Program. (a) To the extent deemed applicable by the Department, the Contractor agrees and certifies that this Contract shall be subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

(b) **Payment of Living Wage Rates** (1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County under the Contract:

(A) Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

(B) Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its employees the higher hourly living wage rate.

(2) For purposes of this § 233, "contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the

County under the Contract, the subcontractor shall be subject to the provisions of this § 233. The provisions of this § 233 shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to such subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of the State, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

(3) If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

(4) If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be

required to pay the living wage for the remaining term of the Contract, including any option period.

(c) Contractor's Submittal of Certified Monitoring Reports. The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

(d) Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims. During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation

or claim arising out of any of the Contractor's operations in the State.

(e) County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in the State until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

(f) Notifications to Employees. The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

(g) Enforcement and Remedies. If the Contractor fails to comply with the requirements of this § 233, the County shall have the rights and remedies described in this § 233 in addition to any rights and remedies provided by law or equity.

(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(A) Withholding of Payment. If the Contractor fails to submit accurate, complete,

timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(2) Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any of its employees at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole

discretion, exercise any or all of the following rights/remedies:

(A) *Withholding Payment.* If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) *Liquidated Damages.* It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) *Termination.* The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(3) *Debarment.* In the event the Contractor breaches a requirement of this § 233, the County may, in its sole discretion, bar the

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

(h) *Use of Full-Time Employees.* The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

(i) *Contractor Retaliation Prohibited.* The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this § 233 may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(j) *Contractor Standards.* During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

(k) *Employee Retention Rights.* To the extent this Contract involves the provision of

services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration, the Contractor shall comply with this subdivision (k).

(1) Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

(A) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

(B) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

(C) Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

(2) Contractor is not required to hire a retention employee who:

(A) Has been convicted of a crime related to the job or his or her performance; or

(B) Fails to meet any other County requirement for employees of a Contractor.

(3) Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

(l) **Neutrality in Labor Relations.** The Contractor shall not use any consideration received under the Contract to hinder, or to further,

organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

§ 300. INDEPENDENT CONTRACTOR.

§ 301. Independent Contractor. The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

§ 302. Limitations. As an independent contractor, Contractor has no power or authority to bind the County in any manner, including without limitation to any obligations, agreements or contracts.

§ 303. General Warranty. Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Contract. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverable,

objectives and/or purposes specified and/or requested by the County pursuant to this contract.

§ 400. CONTRACT ADMINISTRATION.

§ 401. County Administration. (a) **Director.** The Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

(b) **County Program Manager.** The County Program Manager shall be responsible for meeting with the Contractor's Program Manager on a regular basis, and inspecting any and all tasks, deliverables, services or other work provided by or on behalf of the Contractor. Except as expressly provided in this Contract, the County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

§ 402. Contractor Administration – Contractor's Program Manager. The Contractor's Program Manager shall be responsible for Contractor's day-to-day operations related to performance of the Contract, and shall coordinate with the County's Program Manager on a regular basis.

§ 403. Conditions Precedent to Execution of Contract. (a) Prior to the execution of this Contract, the Contractor shall submit to the County *for approval* in writing, insurance certificates and policies as set forth in **Section 2(d)** of the foregoing Contract and **§ 1002** herein. During the term of this Contract, the Contractor shall have an ongoing obligation to maintain enforceable policies and to advise the County of any changes to such policies.

(b) Prior to execution of this Contract, the Contractor shall provide the County with one copy of the following documents:

(1) Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.

(2) Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.

(3) Resolutions of executorial authority or other corporate actions of the Contractor's Board of Directors, or governing body, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, if the authorized person(s) is someone other than the Contractor's corporate president or executive director.

(4) A current and valid license to do business within the jurisdictional area(s) which the Contractor will be providing services.

(5) Contractor's Internal Revenue Service taxpayer identification number.

(6) Contractor's EEO certification in accordance with **§ 203** herein and contained in **Exhibit F** of this Contract.

(7) A Child Support Compliance Program certification, in accordance with **§§ 209 & 210** herein and contained in **Exhibit F** of this Contract.

(8) A certification of no conflict of interest, in accordance with **§ 213** herein and contained in **Exhibit F** of this Contract.

(9) A certification regarding lobbying, in accordance with **§ 214** herein and contained in **Exhibit F** of this Contract.

(10) An attestation of willingness to consider GAIN/GROW participants, in accordance with **§ 216** herein and contained in **Exhibit F** of this Contract.

(11) A certification regarding debarment, in accordance with § 217 herein and contained in Exhibit F of this Contract.

(12) Certification regarding County Jury Service Program, in accordance with § 230 herein and contained in Exhibit F of the Contract.

(13) To the extent applicable, a certification regarding the County's Living Wage Program, as set forth in Los Angeles County Code Chapter 2.201 and § 233 herein.

(14) A Cost Allocation Plan as set forth in § 803 herein. Said plan shall be subject to review and approval by the County within 60 days of execution of the Contract and shall be periodically tested by the County to ensure compliance with applicable guidelines.

§ 404. Contractor's Administrative and Accounting Procedures. (a) Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(1) Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) in accordance with § 701 herein.

(2) Contractor's Personnel Policy, as set forth in § 219 herein.

(3) Contractor's standards of ethical conduct as required by § 213 herein.

(4) Contractor's Internal Management Plan(s), which shall identify Program activities, including appropriate monitoring activities and safeguards against fraud and abuse of Program funds. The Plan(s), which shall include the responsible staff and time-lines for execution of the stated activities, shall be made available to the County upon request.

(b) **Agreements with Other Funding Sources.** A copy of any agreements between the Contractor and other public or private organizations or agencies which directly impact the activities funded under this Contract shall be kept on file at the Contractor's offices and be provided to the County upon request. Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 405. Contractor's Staff Identification. (a) To the extent services are to be provided by Contractor on any County-owned or leased property or facility, the Contractor shall at its own cost, provide all Contractor staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

§ 500. PROVISION OF SERVICES.

§ 501. Services. The Contractor shall perform all services under the terms of this Contract as set forth in Section 2 and Exhibit C of the foregoing Contract, at a level of performance satisfactory to the County.

§ 502. Non-Authorized Participants. The Contractor agrees that all costs incurred which are

related to a Program participant who does not qualify under the eligibility requirements of the Program shall be the sole responsibility of the Contractor.

§ 503. Excess Work. Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (**Exhibit C**), without the prior written approval of the County in accordance with this Contract, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

§ 504. Confidentiality. (a) The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. Failure to comply with this **§ 504** shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract.

(b) The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

§ 600. COMPENSATION AND METHOD OF PAYMENT.

§ 601. No Payment for Services Provided Following Expiration/Termination of Contract. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This

provision shall survive the expiration or other termination of this Contract.

§ 602. Cost of Living Adjustments. To the extent expressly authorized by the Board of Supervisors, and a corresponding provision is included in the foregoing Contract, the Contract amount set forth in **Section 2** of the foregoing Contract may be adjusted annually based on the increase or decrease in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 603. Request for Cash. Payment will be made utilizing the Program "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the Contract exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this Contract. The County Program Manager shall approve the amount of any and all payments. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the Contractor.

§ 604. Fixed Fee Charges. To the extent permitted by the Program regulations, a contract format as set forth herein may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The Contractor shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.

§ 605. Reimbursement for Actual Expenditures. Except as otherwise provided in this Contract, the Contractor shall request reimbursement for actual expenditures incurred during the Program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based on budgeted amounts.

§ 606. Request for Advance Payment (a) To the extent approved by the Board of Supervisors, cash advances, not to exceed 20% of the Contractor's annual allocation set forth in Section 3 of the forgoing Contract (or such other amount as determined by the Board of Supervisors), may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the Director, the County may, at the sole discretion of the Director, make advance payments, for anticipated and necessary Program expenditures.

(b) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned. Failure of the County to demand payment of such interest shall not constitute a waiver of the County's right to recover such funds from the Contractor. This provision shall survive the expiration or other termination of this Contract.

§ 607. Return of Advanced Funds. Upon completion or termination of this Contract, the Contractor shall return any advanced funds, which exceed payments due the Contractor, if any, within thirty (30) days of expiration or other termination of the Contract. This provision shall survive the expiration or other termination of this Contract.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies and Procedures. (a) Contractor shall adhere to strict fiscal and accounting standards and shall comply with 29 Code of Federal Regulations (CFR) Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments); the Federal Office of Management

and Budget (OMB) Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations).

§ 702. Federal TANF Regulations. To the extent applicable, the Contractor agrees to comply with federal regulations governing the Temporary Assistance to Needy Families (TANF) Program, which provide in part, that TANF funds may not be used for medical services. (See, 45 CFR § 263.11.)

§ 703. Accounting. The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with GAAP and standards. Unless otherwise provided in the foregoing Contract, the Contractor should maintain their accounting system on an accrual basis of accounting.

§ 704. Commingling of Funds. Funds disbursed pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

§ 705. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold up to twenty percent (20%) of the Contract amount, or the amount in dispute, or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

§ 706. Disallowed Costs. The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the Contractor has with the County. The County shall require the Contractor to pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

§ 707. Unexpended Program Income. All unexpended Program Income identified in the Income Statement Report set forth in § 803(e) herein, which has not been expended in accordance with a County-approved Plan for Disposition of Program Income (as required by § 803(e)) or included in a County-approved Final Report on Disposition, if any, prior to the expiration or termination of this Contract, shall be returned to the County immediately upon demand.

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION

§ 801. Audit Rights. The Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this § 801.

(a) The Contractor shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those

contained in OMB Circular A-133, shall apply to this Contract as follows:

(1) Contractor shall obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which Contract funding exceeds one hundred thousand (\$100,000).

(2) The audits required by this § 800 shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the Contractor's fiscal year.

(3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.

(b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the Program set forth in this Contract, including the interviewing of the Contractor staff and program participants during normal business hours.

(c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the Contractor to comply with the requirements of this § 801 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

(e) Notwithstanding any provision of this Contract to the contrary, and without waiving any rights of the County, to the extent the Contractor

fails to have a requisite audit performed in accordance with this § 801, the County may withhold payment to the Contractor in an amount determined by the County in its sole discretion, and cause such audit to be performed. The Contractor shall cooperate with the County with respect to the conduct of such an audit and shall be responsible for the costs associated with the audit. Failure to comply with this § 801 shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract, and may depending on the circumstances, initiate procedures to debar Contractor.

§ 802. Records. (a) The Contractor shall make any and all Program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this Contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three (3) years from the termination date of this Contract. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved. The County reserves the right to seize such records if potential litigation is perceived and must submit documentation of all items seized from Contractor in writing within 60 working days of such action.

(b) The Contractor is required to maintain all records related to this Contract in the State.

(1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Contract. The Contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation

beyond the boundaries of the County shall require prior written approval by the County.

(2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this Contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(C) The Contractor agrees to maintain an official contract file which contains at least the signed Contract and any modification and/or amendments to the Contract.

(c) The Contractor shall record costs incurred in the discharge of the Contract.

§ 803. Reporting. Contractor shall submit the following reports for the Program to the County:

(a) **Monthly Invoices Reports:** Two (2) copies each of the Monthly Fiscal Reporting forms and two (2) Participant Summary Reporting Forms are to be submitted not later than the fifth (5th) working day of each month.

(b) **Corrective Action Plan Quarterly Report:** Two (2) copies of a quarterly narrative for program quarters in which Contractor has not met program performance goals, detailing in the form and manner prescribed by the Director a corrective action plan to resolve quarter's deficiencies and avoid future quarter deficiencies. Contractor shall, upon request of the County and at a place/time designated by the County, assign staff to brief the

County Program Manager and his/her staff on the Program's progress.

(c) **Fiscal Close-Out Report:** Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Program Manager, with a deadline to be announced for the Program, including the reporting of expenses and accruals through the last day of September.

(d) The monthly invoices, corrective action plan and close-out reports identified in this § 803 shall be sent to the attention of the County Program Manager as identified in the foregoing Contract.

(e) **Program Income.** All revenues in excess of costs for each program that have been properly earned, including program interest, are to be treated as program income. The Contractor shall be responsible for tracking all Contract revenues and expenditures for each program, including submission of the following:

(1) An *Income Statement Report* on Contract revenues versus expenditures, which must be submitted to the CSS Financial Management Division with the contract close-out report as specified in the close out bulletin or before the end of the term of this Contract. The purpose of the Income Statement Report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report; provided however, that such amendment shall not be submitted later than 10 days after submission of the original report.

(2) A *Plan for Disposition of Program Income* must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is originally due. For Program Income, cost reimbursement rules apply. Program Income must be spent on items above and beyond those items identified in the cost allocation plan, unless the plan is officially amended. This plan will be reviewed by the County and shall be

subject to approval by the County in its sole discretion.

(3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a *Final Report on Disposition* to the County.

(4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall, in its discretion, either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

(5) The use of Program Income requires prior County approval.

(f) **Revenue Disclosure.** By execution of this Contract and unless waived in writing by the Director, the Contractor certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by the Contractor from all federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the Program or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

(1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to § 803 (e), each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.

(2) Governmental agencies and school districts shall be exempt from the disclosure requirements of this § 803 (f), except as the requirements pertain to other sources of funding for the Program.

(3) Failure of the Contractor to comply with the requirements of this § 803 (f) shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

(g) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities.** A Cost Allocation Plan (CAP), which is a federal requirement of the Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP shall be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. The Contractor shall have an ongoing obligation during the term of this Contract to update the CAP and notify the County of any changes or revisions. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

(h) **Direct Data Entry Reporting:** To the extent direct data entry and reporting is required or encouraged by the Program, the Contractor shall be responsible for putting on a daily basis its own computerized participant Direct Data Entry (DDE) of any/all required Programs for which the Contractor is receiving County funds at no expense to the County. Contractor shall be responsible for obtaining the use of an IBM-compatible personal

computer (486 Mhz type or higher), equipped with a modem and licensed copy of Pro-Com Communications Suite for DOS, or Windows 3.01 or higher or such other operating system required by the County. County will supply software for entering/uploading Program participant data to the County. Contractor will retain the original MIS Program participant form for audit purposes and submit a photocopy of this form to the MIS Section within CSS.

(i) – **Property/Capital Expenditures.** Prior County written approval from the County Program Manager is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with Program funds, and a per-unit acquisition cost of \$5,000 or more. Contractor's written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. Contractor must also comply with all applicable federal, State, and County regulations and requirements, including but not limited to, OMB Circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

(j) **Nonexpendable Property.** The Contractor shall maintain a record for each item of nonexpendable property acquired for this Program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

(1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.

(2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property

acquired for this Program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

§ 804. Records and Reports. (a) The Contractor will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

(1) Participant records and files.

(2) Program records and files.

(3) Financial records and reports prepared in accordance with the requirements of this Contract.

(4) Inventory records identifying equipment and property acquired with Program funds.

(b) The Contractor shall record costs incurred in the discharge of this Contract.

§ 805. Public Records/Confidentiality. (a) Contractor shall maintain the confidentiality of any information regarding a Program participant(s), and the immediate family of any applicant or Program participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Program participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

(b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

(c) Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss,—unauthorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by the State Employment Development Department or other State agency/department strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the County and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the County and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

§ 806. Public Statements. The Contractor shall indicate in any and all press release(s) or any statement to the public related to the Program that it is "Funded by a federal or State grant administered by the County of Los Angeles."

§ 807. Joint Funding and Revenue Disclosure Requirement. (a) By its execution of this Contract, Contractor certifies, unless waived

by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by Contractor from federal, State, or local sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

(b) During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this § 807, exempt as it pertains to other sources of funding for the Program. All other provisions of this § 807 shall apply. Failure of the Contractor to comply with the requirements of this § 807 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

§ 900. NONCOMPLIANCE SANCTIONS/ PENALTIES

§ 901. Noncompliance Sanctions. The Contractor agrees to comply with the requirements set forth in this Contract, and those requirements contained in the Program and all applicable directives/bulletins issued by or on behalf of the County, State or federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which

the County may cancel, terminate or suspend this Contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

§ 902. Contractor's Performance/ Reallocation of Funds. Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are outlined in the foregoing Contract (including all exhibits thereto). The performance of Contractor will be reevaluated as of the end of the program year and funds will be reallocated in accordance with Program regulations and County policies. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

(b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

§1002. Insurance. (a) *General Insurance Requirements.* Without limiting the Contractor's indemnification of the County, and except as otherwise provided herein or in **Section 2** of the foregoing Contract, the Contractor shall provide and maintain at its own expense, throughout the term of this Contract the program(s) of insurance set forth in this **§ 1002** (at limits set forth in **Section 2(d)** of the foregoing Contract) and **Section 2** of the foregoing Contract, covering its operations as applicable hereunder in this Contract. In no event shall the Contractor allow any such insurance to lapse or expire during the term of the Contract. Such insurance, which shall be provided by insurer(s) satisfactory to the County, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall not call on the County's program(s) for contributions.

(b) *Evidence of Insurance.* Certificates or other evidence of coverage satisfactory to the County shall be delivered to CSS, 3175 W. 6th St., Los Angeles, CA 90020-1798, specifying the County Program Manager and CSS as the Contract Department prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain express conditions that the County be given at least 30 days advance written notice of termination of any program of insurance evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract;

(5) Identify any deductibles or self-insured retentions for County's approval. The County

retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment for all such retained losses and related costs, including, but not limited to, expenses or fees, or both related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

(c) The Contractor shall keep on file a copy of the policy in force during the term of this Contract and shall make such policy available to the County upon request.

(d) *Insurer Financial Ratings:* Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(e) Except as expressly provided in the foregoing Contract, program(s) of insurance shall include:

(1) *General Liability:* General liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming the County as an additional insured, at the limits set forth in **Section 2(d)** of the foregoing Contract.

(2) *Automotive Liability:* (A) A program of insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than amounts set forth in **Section 2(d)** of the foregoing Contract. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

(B) If transportation is being provided to participants, additional Liability coverage will be required based upon the size of vehicle and the number of passengers (e.g., bus, van). Disclosure of planned participant transportation and the proof of the additional liability coverage must occur prior to execution of the contract or prior to provision of such services. Such additional

coverage will be set forth in **Section 2(d)** of the foregoing Contract.

(3) *Workers' Compensation*: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code* or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, this insurance shall also include Employers' Liability coverage at limits set forth in **Section 2(d)** of the foregoing Contract.

(4) *Crime Coverage*: Insurance with limits in amounts not less than indicated in **Section 2(d)** of the foregoing Contract, covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

(5) *Professional Liability*: Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its board of directors, officers, employees, agents, or professional consultants, at limits set forth in **Section 2(d)** of the foregoing Contract. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.

§ 1003. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the

Contractor upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.

(b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Contractor to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the Count

(d) Name, address and telephone number of Contractor legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Contractor capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

§ 1004. Public Entities. (a) To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for **§ 1001, § 1002 and § 1003** herein:

(b) In contemplation of the provisions of Section 895.2 of the *California Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to Contract as

defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Contract.

§ 1005. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

(b) All such reports shall be made in writing within 24 hours of occurrence.

§ 1006. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of

this Contract, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all subcontractors performing services under this Contract meet all insurance requirements applicable to Contract as set forth in this Contract by either:

(a) Providing evidence of insurance covering the activities of subcontractors, or

(b) Providing evidence submitted by subcontractors evidencing that Contractor's subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of subcontractor insurance coverage (including copies of related policies) at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the Contractor to procure or maintain during the term of the Contract, insurance or otherwise satisfy the requirements of this § 1000 related to insurance, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may, without further notice to the Contractor, set off the cost of the premiums against any monies due to the Contractor from the County.

§ 1009. Performance Security Requirements. The County may, in its discretion, require Contractor to provide performance security as set forth herein. The County may require such surety to be provided by one of the following forms and conditioned upon faithful performance

and satisfactory completion of services by Contractor:

(a) *Performance Bond.* A faithful performance bond in an amount equal to 100% of the Contract award amount and executed by a corporate surety licensed to transact business in the State; or,

(b) *Certificate of Deposit (CD) or Letter of Credit (LOC):* A CD or an irrevocable LOC payable to the County upon demand iff an amount to be determined by the County. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Contract.

§ 1100. TERMINATION/SUSPENSION/PROBATION

§ 1101. Termination for Default. (a) Services performed under this Contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:

(1) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County;

(2) The Contractor fails to perform any other covenant or condition of this Contract; or

(3) The Contractor fails to make progress so as to endanger its performance under this Contract.

(b) The Contractor shall have **ten (10) calendar days** from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole

discretion, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the Contractor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 1102 (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this Contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice, which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the County, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal

year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 1102 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this Contract for Default, as provided in § 1101, in any of the following events:

(a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy Law.

(b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The Contractor executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 209 shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to §1101 and pursue debarment

of Contractor pursuant to County Code Chapter 2.202.

§ 1106. Termination for Improper Consideration. (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent, or any member of a commission or board created by the Board of Supervisors with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

(b) The Contractor shall immediately report any attempt by a County officer or employee, or a member of a commission or board created by the Board of Supervisors to solicit such improper consideration. The report shall be made either to the Director, the County Program Manager, or the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

§ 1107. Suspension of Contract. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for Contractor failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days

from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

§ 1108. Probation. (a) The Director may place the Contractor on probationary status when it is determined by the Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Program and/or Participant summary goals, or (2) is out of compliance with County sanction policy guidelines, if any.

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Director must review and if deemed warranted, approve the Contractor's Corrective Action Plan (CAP). The County reserves the right to terminate contract(s) of any Contractor on probationary status if the Contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1200. GENERAL PROVISIONS

§ 1201. Time of Performance. (a) The term of this Contract shall be as set forth in Section 5 of the foregoing Contract, and any additional period of time as is required to complete necessary close out activities, provided that said term is subject to the provisions of this Contract, including but not limited to, § 1000 (Indemnification and Insurance) and § 1100 (Termination/Suspension/Probation) of these Standard Terms and Conditions, and Section 3 of the foregoing Contract. Performance shall not commence until the Contractor has obtained the County's approval of the documents as specified in § 403(a), and the County is in receipt of those documents as specified in § 403(b).

§ 1202. Contract Modifications/Amendments. (a) This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. The County may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

(b) **Funding/Budget Modifications.** (1) Changes to the total Contract funding as set forth in Section 3 of the foregoing Contract may be made only by contract amendment.

(2) With regard to the movement of funds within an approved budget (i.e., from one category to another), such movement may not exceed 25% of the Contract amount. Such modifications must be in writing and mutually agreed upon by the County Program Manager or his/her designee, and Contractor and must be in the best interests of the County.

(3) Notwithstanding any provision in this Contract to the contrary, 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 Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such

actions. The Contractor shall continue to provide all of the services set forth in the Contract.

(c) **Program Modifications.** Contractor requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the Contract period, nor during the last quarter of the Contract period (except where a written waiver is requested by the Contractor and accepted by the County). Furthermore, such requests shall not be submitted to the County more than once in each quarter except where a written waiver has been received by the County.

§ 1203. Prohibition Against Delegation and Assignment. (a) Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this § 1203, such County consent may be granted in the County's sole discretion and shall require a written amendment to this Contract which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Contract, absent such County consent, shall not be paid by County. Any payments by the County to any delegate or assignee on any claim under this Contract, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off or other reduction for any claims which the County may have against the Contractor, whether under this Contract or otherwise.

(b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the Contractor, is effected in such a way as to give majority control of the Contractor to any person(s),

corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent thereof by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Contract shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Contract services and other work. This in no way limits any County right found elsewhere in this Contract, including, but not limited to, any right to terminate this Contract.

§ 1204. Subcontracting. (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of § 1101 (Termination for Default).

(b) Contractor request to the Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the Subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the Director.

(c) In the event the Director consents to subcontracting, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To accomplish this

requirement, the Contractor shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Contract.

(e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The Contractor shall not assign or subcontract any part or all of its interest in this Contract without written approval from the Director.

(h) All applicable provisions and requirements of this Contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate

County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available to the County upon request.

§ 1205. Repayment. The Contractor agrees to be bound by applicable County and Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Contract or applicable Program provisions or implementing rules and regulations.

§ 1206. Payment Contingency. Payments by County during the Contract period are conditioned by:

(a) The availability of Program funds, and

(b) The Contractor meeting performance goals set forth in **Exhibit C**, Statement of Work. Satisfaction of these conditions shall be determined by the Director after consultation with the County Program Manager.

§1207. Acquisition of Supplies and Equipment. (a) **Equipment.** Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over \$5,000.00 per unit in value as approved in the Budget (**Exhibit D**), and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment of \$5,000.00 or more per unit shall require prior written approval of the County/State. All equipment costing over \$5,000.00 and having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor-Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the budget these provisions will apply to leasing as well as to purchasing of equipment Title to such equipment shall be vested in County and/or State in accordance with Program regulations.

(b) **Purchase and Invoice Deadlines.** Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the Department's Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/imitations require prior written by the Director.

(c) During the term of this Contract, where equipment is purchased by the Department and furnished to the Contractor to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director.

§ 1208. Notices. (a) The appropriate County representative, as set forth in Section 7 of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1209. Waivers. (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.

§ 1210. Grievance Procedures. Contractor shall submit to the County at the time required contract documents are presented to CSS Contract & Audit Unit, Contractor grievance procedures for both Program staff and participants in accordance with applicable Program regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County/Program participant grievance procedures.

§ 1211. Prohibition of Fees. Except as otherwise expressly authorized under relevant Program regulations, Contractor shall not charge clients fees and/or membership fees for any services funded under this Contract.

§ 1212. Validity. The invalidity of any provision of this Contract shall not void or affect the validity of any other provision.

§ 1213. Disputes. (a) The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Contract shall be settled in accordance with County grievance procedures.

(b) Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County level. The grievance procedure shall be as follows:

(1) Contractor shall request a meeting with the County Program Manager within thirty (30) days from the date of notice of disallowed

costs. If the Contractor fails to take this action, the costs become automatically disallowed.

(2) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the Director shall make a final determination.

(3) Final determination by the Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this Contract during any disputes.

§ 1214. Entire Contract. (a) This Contract, together with the all exhibits thereto, constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.

(b) Contractor warrants that it has received a copy of this **Standard Terms and Conditions** to this Contract and upon execution of this Contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

§ 1215. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 1216. Clean Air and Water Acts. To the extent applicable, Contractor shall comply with all applicable standards, orders, or requirements issued under sections 302 of Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the clean Water (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)). Generally, this provision shall apply to contracts, subcontracts, and subgrants for amounts in excess of \$100,000.

§ 1217. Intellectual Property Provisions. (a) *Federal Funding.* To the extent this Contract

is funded in whole or in part by the federal government, the County may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from this Contract, except as provided in 37 CFR § 401.14. However, pursuant to 29 CFR § 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) *Ownership.* (1) Except where County has agreed in a signed writing to accept a license, the County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or County and in which result directly or indirectly from this Contract.

(2) *Intellectual Property Defined.* (A) For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(B) For the purposes of the definition of Intellectual Property, "works" means all literary

works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

(4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement (s) to include all Intellectual

Property provisions of this § 1217. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.

(5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

(c) *Retained Rights/License Rights.* (1) Except for Intellectual Property made, conceived derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this §1217 or result in

a breach of any provisions of law relating to confidentiality.

(d) *Copyright.* (1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, § 1217 (b)(2)(B)) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that:

(A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and

(B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this [Contract/Agreement] may not be reproduced or disseminated without prior written permission from County.

(e) *Patent Rights.* With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to County a license as described under § 1217(c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's

scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

(f) *Third-Party Intellectual Property.* Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (1) obtaining County's prior written approval; and (2) granting to or obtaining for County, without additional compensation, a license as described in § 1217(c), for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

(g) *Warranties.* (1) Contractor represents and warrants that:

(A) It has secured and will secure all rights and licenses necessary for its performance of this Contract.

(B) Neither Contractor's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly form this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(C) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(E) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.

(F) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) *Intellectual Property Indemnity.* (1) Contractor shall indemnify, defend and hold harmless County and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all

actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:

(A) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or

(B) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to

continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this § 1217 by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) *Survival.* The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

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**COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT
FY 2004-2005 RAPID RESPONSE VENDOR CONTRACTS**

1. Antelope Valley College
2. Career Partners
3. Human Resource Marketing Services
4. Jewish Vocational Services
5. Lee Hecht Harrison
6. Affiliated Computer Services (formerly Lockheed Martin IMS)
7. Midas Consulting Group
8. ProPath, Inc.
9. Rudolph Dew and Associates
10. The Duncan Group
11. T.T.I. America
12. TTG Consultants
13. Tomkinson & Associates
14. Workplace Solutions

Contract # _____
Amendment # 2

**COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT
FY 2004-05 RAPID RESPONSE VENDOR CONTRACT AMENDMENT**

THIS AMENDMENT is made and entered into this day of , 2004, by and between the **COUNTY OF LOS ANGELES**, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor" with its principal place of business located at _____.

RECITALS

WHEREAS, the parties hereto have previously entered into a Contract on _____ pursuant to the Workforce Investment Act 25% Dislocated Worker Rapid Response Program to provide Rapid Response services to workers and businesses which experience layoffs due to downsizing, plant closure, or other natural disaster.

WHEREAS, the parties hereto desire to amend said Contract in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

- I. **SECTION 4. TERM** is extended in its entirety by the following: This contract shall be from the period beginning July 1, 2002. All services shall be completed no later than June 30, 2005 and all invoices shall be submitted to the County in accordance with Community and Senior Services fiscal invoicing policy.
- II. The following **EXHIBIT DOCUMENTS** are hereby amended by adding new/revised documents, which are attached hereto, and which will reflect the time extension and/or increase in services, as applicable:
 - (1) Standard Terms and Conditions (Exhibit A)
 - (2) Statement of Obligations (Exhibit B)
 - (3) Performance Measures (Exhibit C)
- III. Except as expressly modified by this Amendment, the unaffected term and conditions of the original contract shall remain valid, binding and enforceable against the parties.

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Workforce Investment Area, have caused this Amendment to be executed on their behalf by their duly authorized representative. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES:

By: _____
Cynthia D. Banks, Chief Deputy Director
Community and Senior Services

APPROVED AS TO FORM:

Office of the County Counsel

By: _____
Deputy

CONTRACTOR:

By: _____
(Signature)

(Print or Type Name)

(Title)

Executed at: _____

(Date)



**LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES
STATE AND FEDERAL GRANT PROGRAMS**

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS

STATE AND FEDERAL GRANTS PROGRAMS

§ 100. DEFINITIONS.

For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Program, as amended, or its implementing regulations.

§ 101. "Contract" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the foregoing contract and all exhibits referenced therein.

§ 102. "Contractor" shall mean the individual, sole proprietor, partnership, corporation or agency that has entered into this Contract with the County to perform services covered by its terms and conditions.

§ 103. "Contractor's Program Manager" shall mean the individual so designated and identified by the Contractor in Section 6 of the foregoing Contract.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. "County Program Manager" shall mean the individual so designated and identified by the County in Section 6 of the foregoing Contract.

§ 106. "Department" or "CSS" shall mean the County of Los Angeles Department of Community and Senior Services.

§ 107. "Director" shall mean the Director of the County of Los Angeles Department of Community and Senior Services, or his designee.

§ 108. "Funding Source" shall mean the State or federal agency responsible for administering the grant program under which the Contractor receives funds under the terms of this Contract.

§ 109. "Program" shall mean the State or federal grant program under which the Contractor receives funds under the terms of this Contract and provides services in accordance with relevant State and/or federal law, regulations and guidelines during the term of this Contract. The Program or Programs shall be identified in the foregoing Contract with specific Program requirements set forth in Exhibit B to the Contract.

§ 110. "Program Income" shall have the same meaning as that set forth in 29 CFR Part 97 or in the relevant federal grants management common rule and codified in the Code of Federal Regulations applicable to the Program, if any. For purposes of this Contract, the Contractor shall be subject to all applicable regulations and OMB circulars pertaining to Program Income, including without limitation 29 CFR §§ 95.24 (non-governmental grantees) and 97.25 (governmental grantees), 45 CFR § 74.24, and OMB Circulars A-102 and A-110.

§ 111. "Services" shall mean the work to be done or performed under the terms of this Contract, as set forth in Section 2 of the foregoing Contract as elaborated in Exhibit C of the Contract.

§ 112. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

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

§ 202. Compliance with Laws. (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirements.

(b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this

reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 203. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all employment applicants and persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to, the following: 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.

(b) The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification contained in Exhibit F to the foregoing Contract.

(c) Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable federal and State anti-discrimination laws.

(d) The Contractor certifies that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group,

identification, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. For the purpose of this **subdivision (d)** discrimination in the provision of services includes, but is not limited to, the following.

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act.

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the County.

(f) The Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the

Contractor of a complaint with respect to any alleged discrimination in the provision of services by the Contractor's personnel or agents. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the Contractor resolution of the matter, shall be referred by the Contractor to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or federal enforcement agency. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures.

(g) A copy of such non-discrimination in services policy and procedures, as identified in **subdivision (f)** above, shall be posted by the Contractor in a conspicuous place, available and open to the public, in each of the facilities operated by the Contractor, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(h) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of ten thousand dollars (\$10,000) pursuant to *California Civil Code* Section 1671 as liquidated damages in lieu of

canceling, terminating, or suspending this Contract.

§ 204. Fraud and Abuse The Contractor, in performing all obligations under the terms of the Contract, certifies and agrees that it will administer the Program with written policies, procedures, and safeguards against fraud and abuse.

§ 205. Civil Rights Laws. Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000d through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, sexual orientation, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

§ 206. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the federal Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, 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, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

§ 207. Safety and Working Conditions Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 et seq.), Contractor assures that such participant or employee will not be required or permitted to

work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

§ 208. Employment Eligibility Verification. (a) The Contractor warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.

(b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Contract, in accordance with applicable provisions of law.

§ 209. Warranty of Adherence to County's Child Support Compliance Program. (a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. § 653a) and

California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County Department of Child Support Services' Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

§ 210. Acknowledgment of County's Commitment to Child Support Enforcement. The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the Contractor with the poster to be used.

§ 211. Selective Service Compliance. The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §§ 451 et seq.) and other eligibility requirements applicable to the Program under which a participant is enrolled.

§ 212. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 213. Conflict of Interest/Contracts Prohibited. (a) The Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Contract.

(b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of services provided under this Contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.

(c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County, the State, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Contract.

(d) Contractor shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs)

resulting from a violation by the Contractor, its officers, employees and agents of this § 213.

§ 214. Lobbying. (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this Contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

§ 215. County Layoffs. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Contract.

§ 216. GAIN/GROW Program Participants. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

§ 217. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County and included in **Exhibit F** to this Contract, shall be submitted to the County no later than the date of execution of this Contract by Contractor.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract 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.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

(f) **Subcontractors.** This § 217 shall also apply to subcontractors and consultants of County contractors.

§ 218. **Nepotism.** The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this § 218, the term "*immediate family*" means spouse (common law or otherwise), 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 the Contractor. The term "*administrative capacity*" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 219. **Administrative and Personnel Procedures.** Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Contract.

§ 220. **Other Agreements.** (a) A copy of any agreements between the Contractor and other public agencies or private organizations which directly impact activities funded under this Contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 221. **PELL Grants.** To the extent applicable, the Contractor shall encourage all participants to make maximum use of federal PELL education grant funding, and will report and make available to CSS, the State, and DOL and their agents all records relating to participants under this Contract showing PELL grant

applications and PELL grant fund receipt and distribution. No Program tuition costs shall be duplicated by PELL grant funding, except as expressly provided by Program regulation.

§ 222. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Contract, the Contractor certifies that it shall notify its employees, and shall require each of its subcontractors, if any, to notify their employees, that they may be eligible for Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 223. Activities Prohibited. The Contractor certifies that:

(a) No currently employed worker shall be displaced by any Program participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(b) No Program participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under Program.

§ 224. Limitation on Corporate Acts. The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with

the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 226. Sectarian Activities. Except as otherwise expressly authorized by law, the Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the California Constitution, regarding separation of church and state.

§ 227. Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

§ 228. Compliance with Tax Regulations. Contractor certifies that it has: (1) paid all federal and State payroll taxes through the end of the calendar quarter preceding the date of the Contract; (2) made all tax deposits required by federal and State laws through the month preceding the date of the Contract; (3) complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) complied with all payroll tax rules and regulations of the State of California.

§ 229. General Grievance Procedures. (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to Program user/participant complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user/participant complaints.

(b) If, at any time, the Contractor wishes to change their user/participant complaint policy, the Contractor shall submit changes to the County.

(c) The Contractor shall preliminarily investigate all user complaints and notify the County of the status of the investigation within five (5) business days of receiving the complaint.

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

(e) Copies of all written complaint responses shall be sent to the County five (5) business days of mailing to the complainant.

§ 230. Compliance with Jury Service Program. (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) Written Employee Jury Service Policy.

(1) Unless Contractor has demonstrated to the County's satisfaction, either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay

for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this § 230, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

(A) the lesser number is a recognized industry standard as determined by the County, or

(B) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this § 230. The provisions of this § 230 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this § 230 may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

§ 231. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

§ 232. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places a high priority on the implementation of the safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

§ 233. Compliance with County Living Wage Program. (a) To the extent deemed applicable by the Department, the Contractor agrees and certifies that this Contract shall be subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

(b) **Payment of Living Wage Rates** (1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County under the Contract:

(A) Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

(B) Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its employees the higher hourly living wage rate.

(2) For purposes of this § 233, "contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the

County under the Contract, the subcontractor shall be subject to the provisions of this § 233. The provisions of this § 233 shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to such subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of the State, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

(3) If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

(4) If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be

required to pay the living wage for the remaining term of the Contract, including any option period.

(c) **Contractor's Submittal of Certified Monitoring Reports.** The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

(d) **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.** During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation

or claim arising out of any of the Contractor's operations in the State.

(e) County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in the State until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

(f) Notifications to Employees. The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

(g) Enforcement and Remedies. If the Contractor fails to comply with the requirements of this § 233, the County shall have the rights and remedies described in this § 233 in addition to any rights and remedies provided by law or equity.

(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(A) Withholding of Payment. If the Contractor fails to submit accurate, complete,

timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(2) Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any of its employees at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole

discretion, exercise any or all of the following rights/remedies:

(A) *Withholding Payment.* If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) *Liquidated Damages.* It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) *Termination.* The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(3) *Debarment.* In the event the Contractor breaches a requirement of this § 233, the County may, in its sole discretion, bar the

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

(h) *Use of Full-Time Employees.* The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

(i) *Contractor Retaliation Prohibited.* The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this § 233 may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(j) *Contractor Standards.* During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

(k) *Employee Retention Rights.* To the extent this Contract involves the provision of

services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration, the Contractor shall comply with this subdivision (k).

(1) Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

(A) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

(B) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

(C) Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

(2) Contractor is not required to hire a retention employee who:

(A) Has been convicted of a crime related to the job or his or her performance; or

(B) Fails to meet any other County requirement for employees of a Contractor.

(3) Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

(l) **Neutrality in Labor Relations.** The Contractor shall not use any consideration received under the Contract to hinder, or to further,

organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

§ 300. INDEPENDENT CONTRACTOR.

§ 301. Independent Contractor. The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

§ 302. Limitations. As an independent contractor, Contractor has no power or authority to bind the County in any manner, including without limitation to any obligations, agreements or contracts.

§ 303. General Warranty. Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Contract. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverable,

objectives and/or purposes specified and/or requested by the County pursuant to this contract.

§ 400. CONTRACT ADMINISTRATION.

§ 401. County Administration. (a) **Director.** The Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

(b) **County Program Manager.** The County Program Manager shall be responsible for meeting with the Contractor's Program Manager on a regular basis, and inspecting any and all tasks, deliverables, services or other work provided by or on behalf of the Contractor. Except as expressly provided in this Contract, the County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

§ 402. Contractor Administration – Contractor's Program Manager. The Contractor's Program Manager shall be responsible for Contractor's day-to-day operations related to performance of the Contract, and shall coordinate with the County's Program Manager on a regular basis.

§ 403. Conditions Precedent to Execution of Contract. (a) Prior to the execution of this Contract, the Contractor shall submit to the County for approval in writing, insurance certificates and policies as set forth in Section 2(d) of the foregoing Contract and § 1002 herein. During the term of this Contract, the Contractor shall have an ongoing obligation to maintain enforceable policies and to advise the County of any changes to such policies.

(b) Prior to execution of this Contract, the Contractor shall provide the County with one copy of the following documents:

(1) Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.

(2) Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.

(3) Resolutions of executorial authority or other corporate actions of the Contractor's Board of Directors, or governing body, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, if the authorized person(s) is someone other than the Contractor's corporate president or executive director.

(4) A current and valid license to do business within the jurisdictional area(s) which the Contractor will be providing services.

(5) Contractor's Internal Revenue Service taxpayer identification number.

(6) Contractor's EEO certification in accordance with § 203 herein and contained in Exhibit F of this Contract.

(7) A Child Support Compliance Program certification, in accordance with §§ 209 & 210 herein and contained in Exhibit F of this Contract.

(8) A certification of no conflict of interest, in accordance with § 213 herein and contained in Exhibit F of this Contract.

(9) A certification regarding lobbying, in accordance with § 214 herein and contained in Exhibit F of this Contract.

(10) An attestation of willingness to consider GAIN/GROW participants, in accordance with § 216 herein and contained in Exhibit F of this Contract.

(11) A certification regarding debarment, in accordance with § 217 herein and contained in Exhibit F of this Contract.

(12) Certification regarding County Jury Service Program, in accordance with § 230 herein and contained in Exhibit F of the Contract.

(13) To the extent applicable, a certification regarding the County's Living Wage Program, as set forth in Los Angeles County Code Chapter 2.201 and § 233 herein.

(14) A Cost Allocation Plan as set forth in § 803 herein. Said plan shall be subject to review and approval by the County within 60 days of execution of the Contract and shall be periodically tested by the County to ensure compliance with applicable guidelines.

§ 404. Contractor's Administrative and Accounting Procedures. (a) Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(1) Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) in accordance with § 701 herein.

(2) Contractor's Personnel Policy, as set forth in § 219 herein.

(3) Contractor's standards of ethical conduct as required by § 213 herein.

(4) Contractor's Internal Management Plan(s), which shall identify Program activities, including appropriate monitoring activities and safeguards against fraud and abuse of Program funds. The Plan(s), which shall include the responsible staff and time-lines for execution of the stated activities, shall be made available to the County upon request.

(b) Agreements with Other Funding Sources. A copy of any agreements between the Contractor and other public or private organizations or agencies which directly impact the activities funded under this Contract shall be kept on file at the Contractor's offices and be provided to the County upon request. Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 405. Contractor's Staff Identification. (a) To the extent services are to be provided by Contractor on any County-owned or leased property or facility, the Contractor shall at its own cost, provide all Contractor staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

§ 500. PROVISION OF SERVICES.

§ 501. Services. The Contractor shall perform all services under the terms of this Contract as set forth in Section 2 and Exhibit C of the foregoing Contract, at a level of performance satisfactory to the County.

§ 502. Non-Authorized Participants. The Contractor agrees that all costs incurred which are

related to a Program participant who does not qualify under the eligibility requirements of the Program shall be the sole responsibility of the Contractor.

§ 503. Excess Work. Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (Exhibit C), without the prior written approval of the County in accordance with this Contract, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

§ 504. Confidentiality. (a) The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. Failure to comply with this § 504 shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract.

(b) The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

§ 600. COMPENSATION AND METHOD OF PAYMENT.

§ 601. No Payment for Services Provided Following Expiration/Termination of Contract. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This

provision shall survive the expiration or other termination of this Contract.

§ 602. Cost of Living Adjustments. To the extent expressly authorized by the Board of Supervisors, and a corresponding provision is included in the foregoing Contract, the Contract amount set forth in Section 2 of the foregoing Contract may be adjusted annually based on the increase or decrease in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 603. Request for Cash. Payment will be made utilizing the Program "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the Contract exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this Contract. The County Program Manager shall approve the amount of any and all payments. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the Contractor.

§ 604. Fixed Fee Charges. To the extent permitted by the Program regulations, a contract format as set forth herein may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The Contractor shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.

§ 605. Reimbursement for Actual Expenditures. Except as otherwise provided in this Contract, the Contractor shall request reimbursement for actual expenditures incurred during the Program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based on budgeted amounts.

§ 606. Request for Advance Payment (a) To the extent approved by the Board of Supervisors, cash advances, not to exceed 20% of the Contractor's annual allocation set forth in Section 3 of the forgoing Contract (or such other amount as determined by the Board of Supervisors), may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the Director, the County may, at the sole discretion of the Director, make advance payments, for anticipated and necessary Program expenditures.

(b) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned. Failure of the County to demand payment of such interest shall not constitute a waiver of the County's right to recover such funds from the Contractor. This provision shall survive the expiration or other termination of this Contract.

§ 607. Return of Advanced Funds. Upon completion or termination of this Contract, the Contractor shall return any advanced funds, which exceed payments due the Contractor, if any, within thirty (30) days of expiration or other termination of the Contract. This provision shall survive the expiration or other termination of this Contract.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies and Procedures. (a) Contractor shall adhere to strict fiscal and accounting standards and shall comply with 29 Code of Federal Regulations (CFR) Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments); the Federal Office of Management

and Budget (OMB) Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations).

§ 702. Federal TANF Regulations. To the extent applicable, the Contractor agrees to comply with federal regulations governing the Temporary Assistance to Needy Families (TANF) Program, which provide in part, that TANF funds may not be used for medical services. (See, 45 CFR § 263.11.)

§ 703. Accounting. The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with GAAP and standards. Unless otherwise provided in the foregoing Contract, the Contractor should maintain their accounting system on an accrual basis of accounting.

§ 704. Commingling of Funds. Funds disbursed pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

§ 705. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold up to twenty percent (20%) of the Contract amount, or the amount in dispute, or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

§ 706. Disallowed Costs. The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the Contractor has with the County. The County shall require the Contractor to pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

§ 707. Unexpended Program Income. All unexpended Program Income identified in the Income Statement Report set forth in § 803(e) herein, which has not been expended in accordance with a County-approved Plan for Disposition of Program Income (as required by § 803(e)) or included in a County-approved Final Report on Disposition, if any, prior to the expiration or termination of this Contract, shall be returned to the County immediately upon demand.

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION

§ 801. Audit Rights. The Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this § 801.

(a) The Contractor shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those

contained in OMB Circular A-133, shall apply to this Contract as follows:

(1) Contractor shall obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which Contract funding exceeds one hundred thousand (\$100,000).

(2) The audits required by this § 800 shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the Contractor's fiscal year.

(3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.

(b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the Program set forth in this Contract, including the interviewing of the Contractor staff and program participants during normal business hours.

(c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the Contractor to comply with the requirements of this § 801 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

(e) Notwithstanding any provision of this Contract to the contrary, and without waiving any rights of the County, to the extent the Contractor

fails to have a requisite audit performed in accordance with this § 801, the County may withhold payment to the Contractor in an amount determined by the County in its sole discretion, and cause such audit to be performed. The Contractor shall cooperate with the County with respect to the conduct of such an audit and shall be responsible for the costs associated with the audit. Failure to comply with this § 801 shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract, and may depending on the circumstances, initiate procedures to debar Contractor.

§ 802. Records. (a) The Contractor shall make any and all Program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this Contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three (3) years from the termination date of this Contract. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved. The County reserves the right to seize such records if potential litigation is perceived and must submit documentation of all items seized from Contractor in writing within 60 working days of such action.

(b) The Contractor is required to maintain all records related to this Contract in the State.

(1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Contract. The Contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation

beyond the boundaries of the County shall require prior written approval by the County.

(2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this Contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(C) The Contractor agrees to maintain an official contract file which contains at least the signed Contract and any modification and/or amendments to the Contract.

(c) The Contractor shall record costs incurred in the discharge of the Contract.

§ 803. Reporting. Contractor shall submit the following reports for the Program to the County:

(a) **Monthly Invoices Reports:** Two (2) copies each of the Monthly Fiscal Reporting forms and two (2) Participant Summary Reporting Forms are to be submitted not later than the fifth (5th) working day of each month.

(b) **Corrective Action Plan Quarterly Report:** Two (2) copies of a quarterly narrative for program quarters in which Contractor has not met program performance goals, detailing in the form and manner prescribed by the Director a corrective action plan to resolve quarter's deficiencies and avoid future quarter deficiencies. Contractor shall, upon request of the County and at a place/time designated by the County, assign staff to brief the

County Program Manager and his/her staff on the Program's progress.

(c) **Fiscal Close-Out Report:** Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Program Manager, with a deadline to be announced for the Program, including the reporting of expenses and accruals through the last day of September.

(d) The monthly invoices, corrective action plan and close-out reports identified in this § 803 shall be sent to the attention of the County Program Manager as identified in the foregoing Contract.

(e) **Program Income.** All revenues in excess of costs for each program that have been properly earned, including program interest, are to be treated as program income. The Contractor shall be responsible for tracking all Contract revenues and expenditures for each program, including submission of the following:

(1) An *Income Statement Report* on Contract revenues verses expenditures, which must be submitted to the CSS Financial Management Division with the contract close-out report as specified in the close out bulletin or before the end of the term of this Contract. The purpose of the Income Statement Report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report; provided however, that such amendment shall not be submitted later than 10 days after submission of the original report.

(2) A *Plan for Disposition of Program Income* must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is originally due. For Program Income, cost reimbursement rules apply. Program Income must be spent on items above and beyond those items identified in the cost allocation plan, unless the plan is officially amended. This plan will be reviewed by the County and shall be

subject to approval by the County in its sole discretion.

(3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a *Final Report on Disposition* to the County.

(4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall, in its discretion, ~~either~~ extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

(5) The use of Program Income requires prior County approval.

(f) **Revenue Disclosure.** By execution of this Contract and unless waived in writing by the Director, the Contractor certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by the Contractor from all federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the Program or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

(1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to § 803 (e), each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.

(2) Governmental agencies and school districts shall be exempt from the disclosure requirements of this § 803 (f), except as the requirements pertain to other sources of funding for the Program.

(3) Failure of the Contractor to comply with the requirements of this § 803 (f) shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

(g) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities.** A Cost Allocation Plan (CAP), which is a federal requirement of the Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP shall be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. The Contractor shall have an ongoing obligation during the term of this Contract to update the CAP and notify the County of any changes or revisions. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

(h) **Direct Data Entry Reporting:** To the extent direct data entry and reporting is required or encouraged by the Program, the Contractor shall be responsible for putting on a daily basis its own computerized participant Direct Data Entry (DDE) of any/all required Programs for which the Contractor is receiving County funds at no expense to the County. Contractor shall be responsible for obtaining the use of an IBM-compatible personal

computer (486 Mhz type or higher), equipped with a modem and licensed copy of Pro-Com Communications Suite for DOS, or Windows 3.01 or higher or such other operating system required by the County. County will supply software for entering/uploading Program participant data to the County. Contractor will retain the original MIS Program participant form for audit purposes and submit a photocopy of this form to the MIS Section within CSS.

(i) **Property/Capital Expenditures.** Prior County written approval from the County Program Manager is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with Program funds, and a per-unit acquisition cost of \$5,000 or more. Contractor's written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. Contractor must also comply with all applicable federal, State, and County regulations and requirements, including but not limited to, OMB Circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

(j) **Nonexpendable Property.** The Contractor shall maintain a record for each item of nonexpendable property acquired for this Program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

(1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.

(2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property

acquired for this Program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

§ 804. Records and Reports. (a) The Contractor will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

- (1) Participant records and files.
- (2) Program records and files.
- (3) Financial records and reports prepared in accordance with the requirements of this Contract.
- (4) Inventory records identifying equipment and property acquired with Program funds.

(b) The Contractor shall record costs incurred in the discharge of this Contract.

§ 805. Public Records/Confidentiality. (a) Contractor shall maintain the confidentiality of any information regarding a Program participant(s), and the immediate family of any applicant or Program participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Program participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

(b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

(c) Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, ~~unauthorized~~ use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by the State Employment Development Department or other State agency/department strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the County and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the County and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

§ 806. Public Statements. The Contractor shall indicate in any and all press release(s) or any statement to the public related to the Program that it is "Funded by a federal or State grant administered by the County of Los Angeles."

§ 807. Joint Funding and Revenue Disclosure Requirement. (a) By its execution of this Contract, Contractor certifies, unless waived

by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by Contractor from federal, State, or local sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

(b) During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this § 807, exempt as it pertains to other sources of funding for the Program. All other provisions of this § 807 shall apply. Failure of the Contractor to comply with the requirements of this § 807 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

§ 900. NONCOMPLIANCE SANCTIONS/ PENALTIES

§ 901. Noncompliance Sanctions. The Contractor agrees to comply with the requirements set forth in this Contract, and those requirements contained in the Program and all applicable directives/bulletins issued by or on behalf of the County, State or federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which

the County may cancel, terminate or suspend this Contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

§ 902. Contractor's Performance/ Reallocation of Funds. Contractors are expected to ~~perform~~ at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are outlined in the foregoing Contract (including all exhibits thereto). The performance of Contractor will be reevaluated as of the end of the program year and funds will be reallocated in accordance with Program regulations and County policies. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

(b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

§1002. Insurance. (a) *General Insurance Requirements.* Without limiting the Contractor's indemnification of the County, and except as otherwise provided herein or in Section 2 of the foregoing Contract, the Contractor shall provide and maintain at its own expense, throughout the term of this Contract the program(s) of insurance set forth in this § 1002 (at limits set forth in Section 2(d) of the foregoing Contract) and Section 2 of the foregoing Contract, covering its operations as applicable hereunder in this Contract. In no event shall the Contractor allow any such insurance to lapse or expire during the term of the Contract. Such insurance, which shall be provided by insurer(s) satisfactory to the County, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall not call on the County's program(s) for contributions.

(b) *Evidence of Insurance.* Certificates or other evidence of coverage satisfactory to the County shall be delivered to CSS, 3175 W. 6th St., Los Angeles, CA 90020-1798, specifying the County Program Manager and CSS as the Contract Department prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain express conditions that the County be given at least 30 days advance written notice of termination of any program of insurance evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract;
- (5) Identify any deductibles or self-insured retentions for County's approval. The County

retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment for all such retained losses and related costs, including, but not limited to, expenses or fees, or both related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

~~(c)~~ The Contractor shall keep on file a copy of the policy in force during the term of this Contract and shall make such policy available to the County upon request.

(d) *Insurer Financial Ratings:* Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(e) Except as expressly provided in the foregoing Contract, program(s) of insurance shall include:

(1) *General Liability:* General liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming the County as an additional insured, at the limits set forth in Section 2(d) of the foregoing Contract.

(2) *Automotive Liability:* (A) A program of insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than amounts set forth in Section 2(d) of the foregoing Contract. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

(B) If transportation is being provided to participants, additional Liability coverage will be required based upon the size of vehicle and the number of passengers (e.g., bus, van). Disclosure of planned participant transportation and the proof of the additional liability coverage must occur prior to execution of the contract or prior to provision of such services. Such additional

coverage will be set forth in Section 2(d) of the foregoing Contract.

(3) *Workers' Compensation*: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code* or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, this insurance shall also include Employers' Liability coverage at limits set forth in Section 2(d) of the foregoing Contract.

(4) *Crime Coverage*: Insurance with limits in amounts not less than indicated in Section 2(d) of the foregoing Contract, covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

(5) *Professional Liability*: Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its board of directors, officers, employees, agents, or professional consultants, at limits set forth in Section 2(d) of the foregoing Contract. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.

§ 1003. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the

Contractor upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.

(b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Contractor to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the Count

(d) Name, address and telephone number of Contractor legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Contractor capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

§ 1004. Public Entities. (a) To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for § 1001, § 1002 and § 1003 herein:

(b) In contemplation of the provisions of Section 895.2 of the *California Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to Contract as

defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Contract.

§ 1005. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

(b) All such reports shall be made in writing within 24 hours of occurrence.

§ 1006. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of

this Contract, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all subcontractors performing services under this Contract meet all insurance requirements applicable to Contract as set forth in this Contract by either:

(a) Providing evidence of insurance covering the activities of subcontractors, or

(b) Providing evidence submitted by subcontractors evidencing that Contractor's subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of subcontractor insurance coverage (including copies of related policies) at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the Contractor to procure or maintain during the term of the Contract, insurance or otherwise satisfy the requirements of this § 1000 related to insurance, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may, without further notice to the Contractor, set off the cost of the premiums against any monies due to the Contractor from the County.

§ 1009. Performance Security Requirements. The County may, in its discretion, require Contractor to provide performance security as set forth herein. The County may require such surety to be provided by one of the following forms and conditioned upon faithful performance

and satisfactory completion of services by Contractor:

(a) *Performance Bond.* A faithful performance bond in an amount equal to 100% of the Contract award amount and executed by a corporate surety licensed to transact business in the State; or,

(b) *Certificate of Deposit (CD) or Letter of Credit (LOC):* A CD or an irrevocable LOC payable to the County upon demand in an amount to be determined by the County. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Contract.

§ 1100. TERMINATION/SUSPENSION/PROBATION

§ 1101. Termination for Default. (a) Services performed under this Contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:

(1) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County;

(2) The Contractor fails to perform any other covenant or condition of this Contract; or

(3) The Contractor fails to make progress so as to endanger its performance under this Contract.

(b) The Contractor shall have **ten (10) calendar days** from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole

discretion, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the Contractor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 1102 (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this Contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice, which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the County, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal

year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 1102 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this Contract for Default, as provided in § 1101, in any of the following events:

(a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy Law.

(b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The Contractor executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 209 shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to §1101 and pursue debarment

of Contractor pursuant to County Code Chapter 2.202.

§ 1106. Termination for Improper Consideration. (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent, or any member of a commission or board created by the Board of Supervisors with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

(b) The Contractor shall immediately report any attempt by a County officer or employee, or a member of a commission or board created by the Board of Supervisors to solicit such improper consideration. The report shall be made either to the Director, the County Program Manager, or the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

§ 1107. Suspension of Contract. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for Contractor failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days

from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

§ 1108. Probation. (a) The Director may place the Contractor on probationary status when it is determined by the Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Program and/or Participant summary goals, or (2) is out of compliance with County sanction policy guidelines, if any.

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Director must review and if deemed warranted, approve the Contractor's Corrective Action Plan (CAP). The County reserves the right to terminate contract(s) of any Contractor on probationary status if the Contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1200. GENERAL PROVISIONS

§ 1201. Time of Performance. (a) The term of this Contract shall be as set forth in Section 5 of the foregoing Contract, and any additional period of time as is required to complete necessary close out activities, provided that said term is subject to the provisions of this Contract, including but not limited to, § 1000 (Indemnification and Insurance) and § 1100 (Termination/Suspension/Probation) of these Standard Terms and Conditions, and Section 3 of the foregoing Contract. Performance shall not commence until the Contractor has obtained the County's approval of the documents as specified in § 403(a), and the County is in receipt of those documents as specified in § 403(b).

§ 1202. Contract Modifications/Amendments. (a) This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. The County may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

(b) **Funding/Budget Modifications.** (1) Changes to the total Contract funding as set forth in Section 3 of the foregoing Contract may be made only by contract amendment.

(2) With regard to the movement of funds within an approved budget (i.e., from one category to another), such movement may not exceed 25% of the Contract amount. Such modifications must be in writing and mutually agreed upon by the County Program Manager or his/her designee, and Contractor and must be in the best interests of the County.

(3) Notwithstanding any provision in this Contract to the contrary, 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 Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such

actions. The Contractor shall continue to provide all of the services set forth in the Contract.

(c) **Program Modifications.** Contractor requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the Contract period, nor during the last quarter of the Contract period (except where a written waiver is requested by the Contractor and accepted by the County). Furthermore, such requests shall not be submitted to the County more than ~~once in each~~ quarter except where a written waiver has been received by the County.

§ 1203. Prohibition Against Delegation and Assignment. (a) Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this § 1203, such County consent may be granted in the County's sole discretion and shall require a written amendment to this Contract which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Contract, absent such County consent, shall not be paid by County. Any payments by the County to any delegatee or assignee on any claim under this Contract, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off or other reduction for any claims which the County may have against the Contractor, whether under this Contract or otherwise.

(b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the Contractor, is effected in such a way as to give majority control of the Contractor to any person(s),

corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent thereof by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Contract shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Contract services and other work. This in no way limits any County right found elsewhere in this Contract, including, but not limited to, any right to terminate this Contract.

§ 1204. Subcontracting. (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of § 1101 (Termination for Default).

(b) Contractor request to the Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the Subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the Director.

(c) In the event the Director consents to subcontracting, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To accomplish this

requirement, the Contractor shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Contract.

(e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The Contractor shall not assign or subcontract any part or all of its interest in this Contract without written approval from the Director.

(h) All applicable provisions and requirements of this Contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate

County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available to the County upon request.

§ 1205. Repayment. The Contractor agrees to be bound by applicable County and Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Contract or applicable Program provisions or implementing rules and regulations.

§ 1206. Payment Contingency. Payments by County during the Contract period are conditioned by:

(a) The availability of Program funds, and

(b) The Contractor meeting performance goals set forth in **Exhibit C**, Statement of Work. Satisfaction of these conditions shall be determined by the Director after consultation with the County Program Manager.

§1207. Acquisition of Supplies and Equipment. (a) **Equipment.** Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over \$5,000.00 per unit in value as approved in the Budget (**Exhibit D**), and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment of \$5,000.00 or more per unit shall require prior written approval of the County/State. All equipment costing over \$5,000.00 and having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor-Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the budget these provisions will apply to leasing as well as to purchasing of equipment Title to such equipment shall be vested in County and/or State in accordance with Program regulations.

(b) Purchase and Invoice Deadlines. Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the Department's Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/imitations require prior written by the Director.

(c) During the term of this Contract, where equipment is purchased by the Department and furnished to the Contractor to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director.

§ 1208. Notices. (a) The appropriate County representative, as set forth in Section 7 of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1209. Waivers. (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.

§ 1210. Grievance Procedures. Contractor shall submit to the County at the time required contract documents are presented to CSS Contract & Audit Unit, Contractor grievance procedures for both Program staff and participants in accordance with applicable Program regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County/Program participant grievance procedures.

§ 1211. Prohibition of Fees. Except as otherwise expressly authorized under relevant Program regulations, Contractor shall not charge clients fees and/or membership fees for any services funded under this Contract.

§ 1212. Validity. The invalidity of any provision of this Contract shall not void or affect the validity of any other provision.

§ 1213. Disputes. (a) The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Contract shall be settled in accordance with County grievance procedures.

(b) Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County level. The grievance procedure shall be as follows:

(1) Contractor shall request a meeting with the County Program Manager within thirty (30) days from the date of notice of disallowed

costs. If the Contractor fails to take this action, the costs become automatically disallowed.

(2) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the Director shall make a final determination.

(3) Final determination by the Director shall be made within ~~72~~ days from the date of notice of disallowed costs. Contractor shall assure continued performance of this Contract during any disputes.

§ 1214. Entire Contract. (a) This Contract, together with the all exhibits thereto, constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.

(b) Contractor warrants that it has received a copy of this **Standard Terms and Conditions** to this Contract and upon execution of this Contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

§ 1215. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 1216. Clean Air and Water Acts. To the extent applicable, Contractor shall comply with all applicable standards, orders, or requirements issued under sections 302 of Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the clean Water (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Generally, this provision shall apply to contracts, subcontracts, and subgrants for amounts in excess of \$100,000.

§ 1217. Intellectual Property Provisions. (a) *Federal Funding.* To the extent this Contract

is funded in whole or in part by the federal government, the County may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from this Contract, except as provided in 37 CFR § 401.14. However, pursuant to 29 CFR § 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) *Ownership.* (1) Except where County has agreed in a signed writing to accept a license, the County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or County and in which result directly or indirectly from this Contract.

(2) *Intellectual Property Defined.* (A) For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(B) For the purposes of the definition of Intellectual Property, "works" means all literary

works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

(4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement (s) to include all Intellectual

Property provisions of this § 1217. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.

(5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

(c) *Retained Rights/License Rights.* (1) Except for Intellectual Property made, conceived derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this §1217 or result in

a breach of any provisions of law relating to confidentiality.

(d) *Copyright.* (1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, § 1217 (b)(2)(B)) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that:

(A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and

(B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this [Contract/Agreement] may not be reproduced or disseminated without prior written permission from County.

(e) *Patent Rights.* With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to County a license as described under § 1217(c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's

scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

(f) *Third-Party Intellectual Property.* Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (1) obtaining County's prior written approval; and (2) granting to or obtaining for County, without additional compensation, a license as described in § 1217(c), for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

(g) *Warranties.* (1) Contractor represents and warrants that:

(A) It has secured and will secure all rights and licenses necessary for its performance of this Contract.

(B) Neither Contractor's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(C) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(E) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.

(F) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) *Intellectual Property Indemnity.* (1) Contractor shall indemnify, defend and hold harmless County and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all

actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:

(A) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or

(B) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to

continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this § 1217 by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) *Survival.* The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

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EXHIBIT B

**COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT
RAPID RESPONSE SERVICES**

STATEMENT OF OBLIGATIONS

EXHIBIT B

RAPID RESPONSE STATEMENT OF OBLIGATIONS

The County of Los Angeles is issuing this Request for Quote (RFQ) to solicit Quotes to provide Rapid Response (RR) services to assist employers and workers affected by mass layoffs, permanent business closures and natural or other disasters.

RR services are to be provided to impacted businesses and their employees. The provisions for RR activities are as follows:

- RR services for dislocated workers are group activities that have direct benefit to the employees being laid off;
- The group activities may take place before the layoff occurs and may include orientations, seminars, materials or products that will assist the soon-to-be dislocated worker to cope with career transition and to prepare her/him for a successful job search; and
- RR services include the following categories: a) Career Transition, b) Resume Writing, c) Job Search Methods, d) Interviewing Techniques, and e) Other Undefined Jobseeker and f) Other Undefined Business Services.

Required RR activities will be provided to groups of ten (10) or more employees of impacted businesses. Required RR activities include the following categories, and would include any other activities that fall within WIA RR Federal and State guidelines:

a) Career Transition - services designed to assist the RR program participants with: coping skills, evaluating careers, developing self-esteem, dealing with family during transition, identifying new or related interests and abilities, and how to maintain a positive outlook during job search.

b) Resume Preparation - services to assist the RR program participants in developing an effective resume, cover letters and response to interview letters to employers.

c) Job Search - services to assist the RR program participants in structuring a successful job search, i.e., accessing the hidden job market, want ads, internet search, networking, telephone contact, maintaining a positive attitude, etc.

d) Interviewing Techniques - services to assist the RR program participant to learn effective interviewing techniques, i.e., communication skills, reviewing frequently asked interview questions, role-playing interviews, etc.

e) Other Undefined Jobseeker Services - additional services that the vendor could provide that would benefit the laid off worker, related to:

disabilities, language barriers, and financial management, marketing and self-promotion.

- All Contractors must provide businesses and RR participants with appropriate and relevant materials to accompany the workshop(s) being provided, which will be consistent with samples approved during the solicitation process.
- All Contractors will be expected to respond to the need for RR services within 24 hours of being notified by the County.
- All Contractors must distribute the Workshop Evaluation Survey to RR participants after conducting a workshop(s) and return the completed forms to the County.

EXHIBIT C

VENDOR CONTRACT PERFORMANCE MEASURES

1. Will be measured on satisfactory completion of deliverables noted in the "Statement of Obligations" (reference Exhibit B). An inability to meet deliverables could possibly result in a termination of the contract.
2. Will be measured on the effectiveness of presentations/services provided to businesses and impacted employees through the utilization of the Workshop Evaluation Survey. Contractor will be measured on a baseline of 95% satisfaction for all RR participants. If the Contractor consistently falls at or below 90% participant satisfaction, the following actions will be taken:
 - First occurrence: Contractor will receive cautionary letter;
 - Second occurrence: Contractor will be requested to submit a Corrective Action Plan (CAP). An unsatisfactory CAP could result in the termination of a contract; and
 - Third occurrence: Contract may be terminated if they have not adhered to the previously approved CAP.
3. Will be measured on the consistency of materials/curriculum and presentations previously approved by the County during the solicitation process. If materials used are found to not be consistent and have inferior quality to what was contracted, this will result in a CAP, and could possibly result in a termination of the contract.
4. Will be measured on the ability to respond within 24 hours to businesses and impacted employees to provide all Rapid Response (RR) services. An inability to promptly respond to RR needs could possibly result in a termination of the contract.
5. If it is found that the Contractor cancels two or more workshop with less than 24 hours notice, without providing other qualified replacement staff, this may result in the termination of a contract.

Management will provide regular feedback on the Contractor's performance in the aforementioned areas.

Management will work with the Contractor to ensure improvement and completion of deliverables.

Management will provide reports and other data collected from the Workshop Evaluation Surveys.

APPENDIX A



**LOS ANGELES COUNTY WORKFORCE INVESTMENT
AREA
RAPID RESPONSE SERVICES
BUSINESS ASSISTANCE CONTRACT
FY 2004-05**

Contract # _____

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT
RAPID RESPONSE BUSINESS ASSISTANCE CONTRACT
FY 2004-2005**

This Agreement is entered into this ____ day of _____, 2004 by and between the County of Los Angeles ("County"), by and through its Community and Senior Services ("CSS"), and _____ ("Contractor"), located at _____.

WHEREAS, on _____ 2004, the County and the Contractor are entering into this Agreement for the purpose of providing Rapid Response (RR) Business Assistance Services in accordance with applicable provisions of the Workforce Investment Act (WIA) of 1998 pursuant to Public Law 105-220 USC __1501 et.seq., its implementing regulations, rules and policies as administered by the County ; and

WHEREAS, the WIA provides federal funds to the County to provide employment and training programs and services to WIA-eligible individuals who are facing serious barriers to employment and who are in need of such specialized training to obtain productive employment.

NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the WIA as administered by the County of Los Angeles, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS. (a) This Agreement consists of this 7-page document and the following exhibits and attachments, inclusive:

- (1) EXHIBIT A - Standard Terms and Conditions
- (2) EXHIBIT B - Statement of Obligations
- (3) EXHIBIT C - Performance Measures
- (4) EXHIBIT D - Contract Required Forms
- (5) EXHIBIT E - Request for Cash / Invoice Form
- (6) EXHIBIT F - List of Los Angeles County Workforce Investment Area WorkSource Centers
- (7) EXHIBIT G - Presentation Evaluation Survey
- (8) EXHIBIT H - Contractor Responsibility and Debarment

(b) CONTRACTOR shall comply with all terms and conditions of this Agreement, including all terms contained in the exhibits hereto.

(c) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable or service between this 7-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of the Standard Terms and Conditions (Exhibit A) to this Agreement.

SECTION 2. ADMINISTRATION. The Director shall have overall responsibility for administering this Agreement on behalf of the County. The Program Manager shall have functional responsibility for administering this Agreement.

SECTION 3. CONTRACTOR RESPONSIBILITIES. (a) Contractor shall comply with all terms and conditions of this Agreement (including all terms contained in the exhibits hereto), and those imposed and required by Workforce Investment Act provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the County, State and/or federal government).

(b) Consistent with the County and Contractor obligations set forth in this Agreement, and subject to County oversight, the Contractor shall perform those services/activities identified in the Statement of Obligations (Exhibit B).

(c) The Contractor represents and warrants to the County and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement.

SECTION 4. CONTRACTOR OBLIGATIONS. (a) The Contractor shall provide the Services as defined in the Statement of Obligations (Exhibit B) and any amendments that apply per the Statement of Obligations. The County will be selecting one contractor to provide RR assistance to businesses facing the threat of downsizing, such as providing presentations on various relevant topics to businesses (i.e. business and financial planning and infusing additional capital). The contractor agrees to operate at a level of performance, as determined by the County, and to otherwise fully comply with the terms and conditions contained in this Agreement. The County agrees to compensate the Contractor for the performance rendered hereunder (refer to Statement of Obligations).

(b) Distribute the "Presentation Evaluation Survey" at the conclusion of each business presentation and submit the completed forms to the County.

(c) Utilize materials (i.e. handouts, presentations, materials, etc.) that are consistent with those approved by the County during the solicitation process.

(d) Provide required RR services to help a business avoid layoffs, such as business and financial planning, infusing capital, etc.

(e) Provide supporting documentation for services provided to the business (i.e. sign-in sheets from presentations, business cards with contact information, presentation agendas noting the topics covered, etc.), which shall be submitted with invoices.

(f) Notify the County's RR unit regarding anticipated presentations, along with the time, location, group name, etc.

(g) Provide a brief summary of activities undertaken with each business seeking RR services, which shall be submitted with each invoice. The summary should contain not only services rendered, but also information on referrals made to WorkSource Centers and the contact person.

(h) Provide a "warm-handoff" to a WorkSource Center in order for the business to receive other services, along with a plan of services needed and what the WorkSource Center should provide.

SECTION 5. COUNTY OBLIGATIONS. (a) The County agrees to pay the Contractor for provision of services identified in the Statement of Obligations (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this Agreement.

(b) The County shall not reimburse for and the Contractor shall have no claim for payment for any work performed that exceeds the activities listed in the Statement of Obligations (Exhibit B) or otherwise performed outside the terms of this Agreement.

(c) Payments made under this section shall be made from available Program funds and shall not be a charge on any other County funds from any source. Payments are conditioned on acceptable performance/progress by the Contractor and appropriation of program funds for this Agreement.

(d) The County reserves the right to send out a "mystery shopper" to observe business presentations being conducted by the Contractor.

SECTION 6. METHOD OF PAYMENT. (a) The County agrees to reimburse Contractor for provision of services identified in the Statement of Obligations (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this Agreement. Compensation rates are delineated in the Statement of Obligations (Exhibit B). Contractor must utilize the Request For Cash Form in Exhibit E of this Contract. All attendance rosters, supporting documentation, presentation evaluations, invoices, and requests for cash shall be submitted to the County no later than ten (10) days after providing services.

(b) Payments will be made only when and if the Contractor has invoiced according to the County's instructions, and submitted all required documentation as required by other relevant provisions of this Agreement.

(c) Invoices and requests for cash must include all out-of-pocket expenses associated with providing services such as travel time, cost of materials/curriculum, etc., and be consistent with the cost quoted during the solicitation process.

(d) Contractor shall bill the County based on 1) the number of presentations provided to Chambers of Commerce, auxiliary groups, business groups, etc., 2) for each company identified as needing RR services and 3) for each hour the Contractor spends with the business for layoff aversion services.

(e) Contractor must provide supporting documentation for services provided to businesses (i.e. sign-in sheets, business cards and agendas) and, for those businesses identified as needing RR services, a letter to the County from the business, claiming such, must be provided upon submission of a request for cash.

SECTION 7. TERM. The term of this Agreement shall commence on _____, 2004 and terminate no later than June 30, 2005, except as otherwise provided herein.

SECTION 8. NOTICES/AUTHORIZED SIGNATURES. (a) **Notices:** Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(a) County of Los Angeles

Josie Marquez, Director
Employment and Training
Community and Senior Services
3175 West 6th Street
Los Angeles, CA 90020-1708

(b) Contractor:

(c) Authorized Signature(s): Person(s) authorized to sign Contractor's Reimbursement Requests

_____	_____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Typed Name)	(Typed Name)
_____	_____
(Title)	(Title)

IN WITNESS WHEREOF, the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of Community and Senior Services, or designee, and the CONTRACTOR subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

COUNTY OF LOS ANGELES:

By: _____
Cynthia Banks, Chief Deputy Director
Community and Senior Services

APPROVED AS TO FORM:

Office of the County Counsel

By: _____
Deputy

CONTRACTOR:

By: _____
(Signature)

(Print or Type Name)

(Title)

Executed at: _____

(Date)

Authorized Signatures. (1) Person(s) authorized to sign Contractor's Reimbursement Requests:

(Authorized Signature)

(Authorized Signature)

(Typed Name)

(Typed Name)

(Typed Title)

(Typed Title)

(2) Person(s) authorized to sign Contractor's Attendance Sheets:

Typed Name

Title

Signature

ATTACHMENT D

Typed Name

Title

Signature



LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES

STATE AND FEDERAL GRANT PROGRAMS

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS

STATE AND FEDERAL GRANTS PROGRAMS

§ 100. DEFINITIONS.

For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Program, as amended, or its implementing regulations.

§ 101. "Contract" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the foregoing contract and all exhibits referenced therein.

§ 102. "Contractor" shall mean the individual, sole proprietor, partnership, corporation or agency that has entered into this Contract with the County to perform services covered by its terms and conditions.

§ 103. "Contractor's Program Manager" shall mean the individual so designated and identified by the Contractor in Section 6 of the foregoing Contract.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. "County Program Manager" shall mean the individual so designated and identified by the County in Section 6 of the foregoing Contract.

§ 106. "Department" or "CSS" shall mean the County of Los Angeles Department of Community and Senior Services.

§ 107. "Director" shall mean the Director of the County of Los Angeles Department of Community and Senior Services, or his designee.

§ 108. "Funding Source" shall mean the State or federal agency responsible for administering the grant program under which the Contractor receives funds under the terms of this Contract.

§ 109. "Program" shall mean the State or federal grant program under which the Contractor receives funds under the terms of this Contract and provides services in accordance with relevant State and/or federal law, regulations and guidelines during the term of this Contract. The Program or Programs shall be identified in the foregoing Contract with specific Program requirements set forth in Exhibit B to the Contract.

§ 110. "Program Income" shall have the same meaning as that set forth in 29 CFR Part 97 or in the relevant federal grants management common rule and codified in the Code of Federal Regulations applicable to the Program, if any. For purposes of this Contract, the Contractor shall be subject to all applicable regulations and OMB circulars pertaining to Program Income, including without limitation 29 CFR §§ 95.24 (non-governmental grantees) and 97.25 (governmental grantees), 45 CFR § 74.24, and OMB Circulars A-102 and A-110.

§ 111. "Services" shall mean the work to be done or performed under the terms of this Contract, as set forth in Section 2 of the foregoing Contract as elaborated in Exhibit C of the Contract.

§ 112. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

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

§ 202. Compliance with Laws. (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirements.

(b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this

reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 203. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all employment applicants and persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to, the following: 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.

(b) The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification contained in **Exhibit F** to the foregoing Contract.

(c) Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable federal and State anti-discrimination laws.

(d) The Contractor certifies that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group,

identification, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. For the purpose of this subdivision (d) discrimination in the provision of services includes, but is not limited to, the following.

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act.

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the County.

(f) The Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the

Contractor of a complaint with respect to any alleged discrimination in the provision of services by the Contractor's personnel or agents. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the Contractor resolution of the matter, shall be referred by the Contractor to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or federal enforcement agency. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures.

(g) A copy of such non-discrimination in services policy and procedures, as identified in subdivision (f) above, shall be posted by the Contractor in a conspicuous place, available and open to the public, in each of the facilities operated by the Contractor, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(h) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of ten thousand dollars (\$10,000) pursuant to *California Civil Code* Section 1671 as liquidated damages in lieu of

canceling, terminating, or suspending this Contract.

§ 204. Fraud and Abuse The Contractor, in performing all obligations under the terms of the Contract, certifies and agrees that it will administer the Program with written policies, procedures, and safeguards against fraud and abuse.

§ 205. Civil Rights Laws. Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000d through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, sexual orientation, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

§ 206. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the federal Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, 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, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

§ 207. Safety and Working Conditions Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 et seq.), Contractor assures that such participant or employee will not be required or permitted to

work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

§ 208. Employment Eligibility Verification.

(a) The Contractor warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.

(b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Contract, in accordance with applicable provisions of law.

§ 209. Warranty of Adherence to County's Child Support Compliance Program.

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

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. § 653a) and

California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County Department of Child Support Services' Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

§ 210. Acknowledgment of County's Commitment to Child Support Enforcement.

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the Contractor with the poster to be used.

§ 211. Selective Service Compliance. The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §§ 451 et seq.) and other eligibility requirements applicable to the Program under which a participant is enrolled.

§ 212. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 213. Conflict of Interest/Contracts Prohibited. (a) The Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Contract.

(b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of services provided under this Contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.

(c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County, the State, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Contract.

(d) Contractor shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs)

resulting from a violation by the Contractor, its officers, employees and agents of this § 213.

§ 214. Lobbying. (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this Contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

§ 215. County Layoffs. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Contract.

§ 216. GAIN/GROW Program Participants. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

§ 217. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County and included in **Exhibit F** to this Contract, shall be submitted to the County no later than the date of execution of this Contract by Contractor.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract 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.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

(f) **Subcontractors.** This § 217 shall also apply to subcontractors and consultants of County contractors.

§ 218. Nepotism. The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this § 218, the term "*immediate family*" means spouse (common law or otherwise), 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 the Contractor. The term "*administrative capacity*" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 219. Administrative and Personnel Procedures. Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Contract.

§ 220. Other Agreements. (a) A copy of any agreements between the Contractor and other public agencies or private organizations which directly impact activities funded under this Contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 221. PELL Grants. To the extent applicable, the Contractor shall encourage all participants to make maximum use of federal PELL education grant funding, and will report and make available to CSS, the State, and DOL and their agents all records relating to participants under this Contract showing PELL grant

applications and PELL grant fund receipt and distribution. No Program tuition costs shall be duplicated by PELL grant funding, except as expressly provided by Program regulation.

§ 222. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Contract, the Contractor certifies that it shall notify its employees, and shall require each of its subcontractors, if any, to notify their employees, that they may be eligible for Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 223. Activities Prohibited. The Contractor certifies that:

(a) No currently employed worker shall be displaced by any Program participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(b) No Program participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under Program.

§ 224. Limitation on Corporate Acts. The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with

the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 226. Sectarian Activities. Except as otherwise expressly authorized by law, the Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the California Constitution, regarding separation of church and state.

§ 227. Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

§ 228. Compliance with Tax Regulations. Contractor certifies that it has: (1) paid all federal and State payroll taxes through the end of the calendar quarter preceding the date of the Contract; (2) made all tax deposits required by federal and State laws through the month preceding the date of the Contract; (3) complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) complied with all payroll tax rules and regulations of the State of California.

§ 229. General Grievance Procedures. (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to Program user/participant complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user/participant complaints.

(b) If, at any time, the Contractor wishes to change their user/participant complaint policy, the Contractor shall submit changes to the County.

(c) The Contractor shall preliminarily investigate all user complaints and notify the County of the status of the investigation within five (5) business days of receiving the complaint.

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

(e) Copies of all written complaint responses shall be sent to the County five (5) business days of mailing to the complainant.

§ 230. Compliance with Jury Service Program. (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) Written Employee Jury Service Policy.

(1) Unless Contractor has demonstrated to the County's satisfaction, either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay

for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this § 230, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

(A) the lesser number is a recognized industry standard as determined by the County, or

(B) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this § 230. The provisions of this § 230 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this § 230 may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

§ 231. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Exhibit F** of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

§ 232. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places a high priority on the implementation of the safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

§ 233. Compliance with County Living Wage Program. (a) To the extent deemed applicable by the Department, the Contractor agrees and certifies that this Contract shall be subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

(b) **Payment of Living Wage Rates** (1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County under the Contract:

(A) Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

(B) Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its employees the higher hourly living wage rate.

(2) For purposes of this § 233, "contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the

County under the Contract, the subcontractor shall be subject to the provisions of this § 233. The provisions of this § 233 shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to such subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of the State, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

(3) If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

(4) If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be

required to pay the living wage for the remaining term of the Contract, including any option period.

(c) **Contractor's Submittal of Certified Monitoring Reports.** The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, ~~and the amount paid by the Contractor for health benefits, if any, for each of its employees.~~ The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

(d) **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.** During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation

or claim arising out of any of the Contractor's operations in the State.

(e) County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in the State until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

(f) Notifications to Employees. The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

(g) Enforcement and Remedies. If the Contractor fails to comply with the requirements of this § 233, the County shall have the rights and remedies described in this § 233 in addition to any rights and remedies provided by law or equity.

(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(A) Withholding of Payment. If the Contractor fails to submit accurate, complete,

timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) Liquidated Damages. It is mutually understood and agreed that the Contractor's ~~failure~~ to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(2) Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any of its employees at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole

discretion, exercise any or all of the following rights/remedies:

(A) *Withholding Payment.* If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) *Liquidated Damages.* It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) *Termination.* The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(3) *Debarment.* In the event the Contractor breaches a requirement of this § 233, the County may, in its sole discretion, bar the

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

(h) *Use of Full-Time Employees.* The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on ~~staffing efficiency or County~~ requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

(i) *Contractor Retaliation Prohibited.* The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this § 233 may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(j) *Contractor Standards.* During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

(k) *Employee Retention Rights.* To the extent this Contract involves the provision of

services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration, the Contractor shall comply with this subdivision (k).

(1) Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

(A) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

(B) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

(C) Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

(2) Contractor is not required to hire a retention employee who:

(A) Has been convicted of a crime related to the job or his or her performance; or

(B) Fails to meet any other County requirement for employees of a Contractor.

(3) Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

(l) **Neutrality in Labor Relations.** The Contractor shall not use any consideration received under the Contract to hinder, or to further,

organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

§ 300. INDEPENDENT CONTRACTOR.

§ 301. Independent Contractor. The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

§ 302. Limitations. As an independent contractor, Contractor has no power or authority to bind the County in any manner, including without limitation to any obligations, agreements or contracts.

§ 303. General Warranty. Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Contract. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverable,

objectives and/or purposes specified and/or requested by the County pursuant to this contract.

§ 400. CONTRACT ADMINISTRATION.

§ 401. County Administration. (a) **Director.** The Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

(b) **County Program Manager.** The County Program Manager shall be responsible for meeting with the Contractor's Program Manager on a regular basis, and inspecting any and all tasks, deliverables, services or other work provided by or on behalf of the Contractor. Except as expressly provided in this Contract, the County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

§ 402. Contractor Administration – Contractor's Program Manager. The Contractor's Program Manager shall be responsible for Contractor's day-to-day operations related to performance of the Contract, and shall coordinate with the County's Program Manager on a regular basis.

§ 403. Conditions Precedent to Execution of Contract. (a) Prior to the execution of this Contract, the Contractor shall submit to the County for approval in writing, insurance certificates and policies as set forth in Section 2(d) of the foregoing Contract and § 1002 herein. During the term of this Contract, the Contractor shall have an ongoing obligation to maintain enforceable policies and to advise the County of any changes to such policies.

(b) Prior to execution of this Contract, the Contractor shall provide the County with one copy of the following documents:

(1) Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.

(2) Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.

(3) Resolutions of executorial authority or other corporate actions of the Contractor's Board of Directors, or governing body, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, if the authorized person(s) is someone other than the Contractor's corporate president or executive director.

(4) A current and valid license to do business within the jurisdictional area(s) which the Contractor will be providing services.

(5) Contractor's Internal Revenue Service taxpayer identification number.

(6) Contractor's EEO certification in accordance with § 203 herein and contained in Exhibit F of this Contract.

(7) A Child Support Compliance Program certification, in accordance with §§ 209 & 210 herein and contained in Exhibit F of this Contract.

(8) A certification of no conflict of interest, in accordance with § 213 herein and contained in Exhibit F of this Contract.

(9) A certification regarding lobbying, in accordance with § 214 herein and contained in Exhibit F of this Contract.

(10) An attestation of willingness to consider GAIN/GROW participants, in accordance with § 216 herein and contained in Exhibit F of this Contract.

(11) A certification regarding debarment, in accordance with § 217 herein and contained in Exhibit F of this Contract.

(12) Certification regarding County Jury Service Program, in accordance with § 230 herein and contained in Exhibit F of the Contract.

(13) To the extent applicable, a certification regarding the County's Living Wage Program, as set forth in Los Angeles County Code Chapter 2.201 and § 233 herein.

(14) A Cost Allocation Plan as set forth in § 803 herein. Said plan shall be subject to review and approval by the County within 60 days of execution of the Contract and shall be periodically tested by the County to ensure compliance with applicable guidelines.

§ 404. Contractor's Administrative and Accounting Procedures. (a) Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(1) Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) in accordance with § 701 herein.

(2) Contractor's Personnel Policy, as set forth in § 219 herein.

(3) Contractor's standards of ethical conduct as required by § 213 herein.

(4) Contractor's Internal Management Plan(s), which shall identify Program activities, including appropriate monitoring activities and safeguards against fraud and abuse of Program funds. The Plan(s), which shall include the responsible staff and time-lines for execution of the stated activities, shall be made available to the County upon request.

(b) Agreements with Other Funding Sources. A copy of any agreements between the Contractor and other public or private organizations or agencies which directly impact the activities funded under this Contract shall be kept on file at the Contractor's offices and be provided to the County upon request. Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 405. Contractor's Staff Identification. (a) To the extent services are to be provided by Contractor on any County-owned or leased property or facility, the Contractor shall at its own cost, provide all Contractor staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

§ 500. PROVISION OF SERVICES.

§ 501. Services. The Contractor shall perform all services under the terms of this Contract as set forth in Section 2 and Exhibit C of the foregoing Contract, at a level of performance satisfactory to the County.

§ 502. Non-Authorized Participants. The Contractor agrees that all costs incurred which are

related to a Program participant who does not qualify under the eligibility requirements of the Program shall be the sole responsibility of the Contractor.

§ 503. Excess Work. Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (Exhibit C), without the prior written approval of the County in accordance with this Contract, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

§ 504. Confidentiality. (a) The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. Failure to comply with this § 504 shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract.

(b) The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

§ 600. COMPENSATION AND METHOD OF PAYMENT.

§ 601. No Payment for Services Provided Following Expiration/Termination of Contract. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This

provision shall survive the expiration or other termination of this Contract.

§ 602. Cost of Living Adjustments. To the extent expressly authorized by the Board of Supervisors, and a corresponding provision is included in the foregoing Contract, the Contract amount set forth in Section 2 of the foregoing Contract may be adjusted annually based on the increase or decrease in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 603. Request for Cash. Payment will be made utilizing the Program "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the Contract exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this Contract. The County Program Manager shall approve the amount of any and all payments. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the Contractor.

§ 604. Fixed Fee Charges. To the extent permitted by the Program regulations, a contract format as set forth herein may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The Contractor shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.

§ 605. Reimbursement for Actual Expenditures. Except as otherwise provided in this Contract, the Contractor shall request reimbursement for actual expenditures incurred during the Program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based on budgeted amounts.

§ 606. Request for Advance Payment (a) To the extent approved by the Board of Supervisors, cash advances, not to exceed 20% of the Contractor's annual allocation set forth in Section 3 of the forgoing Contract (or such other amount as determined by the Board of Supervisors), may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the Director, the County may, at the sole discretion of the Director, make advance payments, for anticipated and necessary Program expenditures.

(b) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned. Failure of the County to demand payment of such interest shall not constitute a waiver of the County's right to recover such funds from the Contractor. This provision shall survive the expiration or other termination of this Contract.

§ 607. Return of Advanced Funds. Upon completion or termination of this Contract, the Contractor shall return any advanced funds, which exceed payments due the Contractor, if any, within thirty (30) days of expiration or other termination of the Contract. This provision shall survive the expiration or other termination of this Contract.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies and Procedures. (a) Contractor shall adhere to strict fiscal and accounting standards and shall comply with 29 Code of Federal Regulations (CFR) Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments); the Federal Office of Management

and Budget (OMB) Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations).

§ 702. Federal TANF Regulations. To the extent applicable, the Contractor agrees to comply with federal regulations governing the Temporary Assistance to Needy Families (TANF) Program, which provide in part, that TANF funds may not be used for medical services. (See, 45 CFR § 263.11.)

§ 703. Accounting. The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with GAAP and standards. Unless otherwise provided in the foregoing Contract, the Contractor should maintain their accounting system on an accrual basis of accounting.

§ 704. Commingling of Funds. Funds disbursed pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

§ 705. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold up to twenty percent (20%) of the Contract amount, or the amount in dispute, or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

§ 706. Disallowed Costs. The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the Contractor has with the County. The County shall require the Contractor to pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

§ 707. Unexpended Program Income. All unexpended Program Income identified in the Income Statement Report set forth in § 803(e) herein, which has not been expended in accordance with a County-approved Plan for Disposition of Program Income (as required by § 803(e)) or included in a County-approved Final Report on Disposition, if any, prior to the expiration or termination of this Contract, shall be returned to the County immediately upon demand.

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION

§ 801. Audit Rights. The Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this § 801.

(a) The Contractor shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those

contained in OMB Circular A-133, shall apply to this Contract as follows:

(1) Contractor shall obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which Contract funding exceeds one hundred thousand (\$100,000).

(2) The audits required by this § 800 shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the Contractor's fiscal year.

(3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.

(b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the Program set forth in this Contract, including the interviewing of the Contractor staff and program participants during normal business hours.

(c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the Contractor to comply with the requirements of this § 801 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

(e) Notwithstanding any provision of this Contract to the contrary, and without waiving any rights of the County, to the extent the Contractor

fails to have a requisite audit performed in accordance with this § 801, the County may withhold payment to the Contractor in an amount determined by the County in its sole discretion, and cause such audit to be performed. The Contractor shall cooperate with the County with respect to the conduct of such an audit and shall be responsible for the costs associated with the audit. Failure to comply with this § 801 shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract, and may depending on the circumstances, initiate procedures to debar Contractor.

§ 802. Records. (a) The Contractor shall make any and all Program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this Contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three (3) years from the termination date of this Contract. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved. The County reserves the right to seize such records if potential litigation is perceived and must submit documentation of all items seized from Contractor in writing within 60 working days of such action.

(b) The Contractor is required to maintain all records related to this Contract in the State.

(1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Contract. The Contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation

beyond the boundaries of the County shall require prior written approval by the County.

(2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this Contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(C) The Contractor agrees to maintain an official contract file which contains at least the signed Contract and any modification and/or amendments to the Contract.

(c) The Contractor shall record costs incurred in the discharge of the Contract.

§ 803. Reporting. Contractor shall submit the following reports for the Program to the County:

(a) **Monthly Invoices Reports:** Two (2) copies each of the Monthly Fiscal Reporting forms and two (2) Participant Summary Reporting Forms are to be submitted not later than the fifth (5th) working day of each month.

(b) **Corrective Action Plan Quarterly Report:** Two (2) copies of a quarterly narrative for program quarters in which Contractor has not met program performance goals, detailing in the form and manner prescribed by the Director a corrective action plan to resolve quarter's deficiencies and avoid future quarter deficiencies. Contractor shall, upon request of the County and at a place/time designated by the County, assign staff to brief the

County Program Manager and his/her staff on the Program's progress.

(c) **Fiscal Close-Out Report:** Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Program Manager, with a deadline to be announced for the Program, including the reporting of expenses and accruals through the last day of September.

(d) The monthly invoices, ~~corrective action~~ plan and close-out reports identified in this § 803 shall be sent to the attention of the County Program Manager as identified in the foregoing Contract.

(e) **Program Income.** All revenues in excess of costs for each program that have been properly earned, including program interest, are to be treated as program income. The Contractor shall be responsible for tracking all Contract revenues and expenditures for each program, including submission of the following:

(1) An *Income Statement Report* on Contract revenues versus expenditures, which must be submitted to the CSS Financial Management Division with the contract close-out report as specified in the close out bulletin or before the end of the term of this Contract. The purpose of the Income Statement Report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report; provided however, that such amendment shall not be submitted later than 10 days after submission of the original report.

(2) A *Plan for Disposition of Program Income* must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is originally due. For Program Income, cost reimbursement rules apply. Program Income must be spent on items above and beyond those items identified in the cost allocation plan, unless the plan is officially amended. This plan will be reviewed by the County and shall be

subject to approval by the County in its sole discretion.

(3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a *Final Report on Disposition* to the County.

(4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall, in its discretion, either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

(5) The use of Program Income requires prior County approval.

(f) **Revenue Disclosure.** By execution of this Contract and unless waived in writing by the Director, the Contractor certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by the Contractor from all federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the Program or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

(1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to § 803 (e), each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.

(2) Governmental agencies and school districts shall be exempt from the disclosure requirements of this § 803 (f), except as the requirements pertain to other sources of funding for the Program.

(3) Failure of the Contractor to comply with the requirements of this § 803 (f) shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

(g) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities.** A Cost Allocation Plan (CAP), which is a federal requirement of the Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP shall be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. The Contractor shall have an ongoing obligation during the term of this Contract to update the CAP and notify the County of any changes or revisions. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

(h) **Direct Data Entry Reporting:** To the extent direct data entry and reporting is required or encouraged by the Program, the Contractor shall be responsible for putting on a daily basis its own computerized participant Direct Data Entry (DDE) of any/all required Programs for which the Contractor is receiving County funds at no expense to the County. Contractor shall be responsible for obtaining the use of an IBM-compatible personal

computer (486 Mhz type or higher), equipped with a modem and licensed copy of Pro-Com Communications Suite for DOS, or Windows 3.01 or higher or such other operating system required by the County. County will supply software for entering/uploading Program participant data to the County. Contractor will retain the original MIS Program participant form for audit purposes and submit a photocopy of this form to the MIS Section within CSS.

(i) **Property/Capital Expenditures.** Prior County written approval from the County Program Manager is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with Program funds, and a per-unit acquisition cost of \$5,000 or more. Contractor's written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. Contractor must also comply with all applicable federal, State, and County regulations and requirements, including but not limited to, OMB Circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

(j) **Nonexpendable Property.** The Contractor shall maintain a record for each item of nonexpendable property acquired for this Program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

(1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.

(2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property

acquired for this Program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

§ 804. Records and Reports. (a) The Contractor will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

- (1) Participant records and files.
- (2) Program records and files.
- (3) Financial records and reports prepared in accordance with the requirements of this Contract.
- (4) Inventory records identifying equipment and property acquired with Program funds.

(b) The Contractor shall record costs incurred in the discharge of this Contract.

§ 805. Public Records/Confidentiality. (a) Contractor shall maintain the confidentiality of any information regarding a Program participant(s), and the immediate family of any applicant or Program participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Program participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

(b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

(c) Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, ~~un~~authorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by the State Employment Development Department or other State agency/department strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the County and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the County and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

§ 806. Public Statements. The Contractor shall indicate in any and all press release(s) or any statement to the public related to the Program that it is "Funded by a federal or State grant administered by the County of Los Angeles."

§ 807. Joint Funding and Revenue Disclosure Requirement. (a) By its execution of this Contract, Contractor certifies, unless waived

by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by Contractor from federal, State, or local sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

(b) During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this § 807, exempt as it pertains to other sources of funding for the Program. All other provisions of this § 807 shall apply. Failure of the Contractor to comply with the requirements of this § 807 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

§ 900. NONCOMPLIANCE SANCTIONS/ PENALTIES

§ 901. Noncompliance Sanctions. The Contractor agrees to comply with the requirements set forth in this Contract, and those requirements contained in the Program and all applicable directives/bulletins issued by or on behalf of the County, State or federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which

the County may cancel, terminate or suspend this Contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

§ 902. Contractor's Performance/ Reallocation of Funds. Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are outlined in the foregoing Contract (including all exhibits thereto). The performance of Contractor will be reevaluated as of the end of the program year and funds will be reallocated in accordance with Program regulations and County policies. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

(b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

§1002. Insurance. (a) *General Insurance Requirements.* Without limiting the Contractor's indemnification of the County, and except as otherwise provided herein or in **Section 2** of the foregoing Contract, the Contractor shall provide and maintain at its own expense, throughout the term of this Contract the program(s) of insurance set forth in this **§ 1002** (at limits set forth in **Section 2(d)** of the foregoing Contract) and **Section 2** of the foregoing Contract, covering its operations as applicable hereunder in this Contract. In no event shall the Contractor allow any such insurance to lapse or expire during the term of the Contract. Such insurance, which shall be provided by insurer(s) satisfactory to the County, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall not call on the County's program(s) for contributions.

(b) *Evidence of Insurance.* Certificates or other evidence of coverage satisfactory to the County shall be delivered to CSS, 3175 W. 6th St., Los Angeles, CA 90020-1798, specifying the County Program Manager and CSS as the Contract Department prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain express conditions that the County be given at least 30 days advance written notice of termination of any program of insurance evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract;
- (5) Identify any deductibles or self-insured retentions for County's approval. The County

retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment for all such retained losses and related costs, including, but not limited to, expenses or fees, or both related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

(c) The Contractor shall keep on file a copy of the policy in force during the term of this Contract and shall make such policy available to the County upon request.

(d) *Insurer Financial Ratings:* Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(e) Except as expressly provided in the foregoing Contract, program(s) of insurance shall include:

(1) *General Liability:* General liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming the County as an additional insured, at the limits set forth in **Section 2(d)** of the foregoing Contract.

(2) *Automotive Liability:* (A) A program of insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than amounts set forth in **Section 2(d)** of the foregoing Contract. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

(B) If transportation is being provided to participants, additional Liability coverage will be required based upon the size of vehicle and the number of passengers (e.g., bus, van). Disclosure of planned participant transportation and the proof of the additional liability coverage must occur prior to execution of the contract or prior to provision of such services. Such additional

coverage will be set forth in **Section 2(d)** of the foregoing Contract.

(3) *Workers' Compensation*: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code* or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, this insurance shall also include Employers' Liability coverage at limits set forth in **Section 2(d)** of the foregoing Contract.

(4) *Crime Coverage*: Insurance with limits in amounts not less than indicated in **Section 2(d)** of the foregoing Contract, covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

(5) *Professional Liability*: Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its board of directors, officers, employees, agents, or professional consultants, at limits set forth in **Section 2(d)** of the foregoing Contract. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.

§ 1003. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the

Contractor upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.

(b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Contractor to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the Count

(d) Name, address and telephone number of Contractor legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Contractor capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

§ 1004. Public Entities. (a) To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for **§ 1001, § 1002 and § 1003** herein:

(b) In contemplation of the provisions of Section 895.2 of the *California Government Code* of the State of California imposing certain tort liability jointly upon public entities solely by reason such entities being parties to Contract as

defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Contract.

§ 1005. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

(b) All such reports shall be made in writing within 24 hours of occurrence.

§ 1006. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of

this Contract, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all subcontractors performing services under this Contract meet all insurance requirements applicable to Contract as set forth in this Contract by either:

(a) Providing evidence of insurance covering the activities of subcontractors, or

(b) Providing evidence submitted by subcontractors evidencing that Contractor's subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of subcontractor insurance coverage (including copies of related policies) at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the Contractor to procure or maintain during the term of the Contract, insurance or otherwise satisfy the requirements of this § 1000 related to insurance, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may, without further notice to the Contractor, set off the cost of the premiums against any monies due to the Contractor from the County.

§ 1009. Performance Security Requirements. The County may, in its discretion, require Contractor to provide performance security as set forth herein. The County may require such surety to be provided by one of the following forms and conditioned upon faithful performance

and satisfactory completion of services by Contractor:

(a) *Performance Bond.* A faithful performance bond in an amount equal to 100% of the Contract award amount and executed by a corporate surety licensed to transact business in the State; or,

(b) *Certificate of Deposit (CD) or Letter of Credit (LOC):* A CD or an irrevocable LOC payable to the County upon demand in an amount to be determined by the County. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Contract.

§ 1100. TERMINATION/SUSPENSION/PROBATION

§ 1101. Termination for Default. (a) Services performed under this Contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:

(1) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County;

(2) The Contractor fails to perform any other covenant or condition of this Contract; or

(3) The Contractor fails to make progress so as to endanger its performance under this Contract.

(b) The Contractor shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole

discretion, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the Contractor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 1102 (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this Contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice, which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the County, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal

year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 1102 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this Contract for Default, as provided in § 1101, in any of the following events:

(a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy Law.

(b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The Contractor executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 209 shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to §1101 and pursue debarment

of Contractor pursuant to County Code Chapter 2.202.

§ 1106. Termination for Improper Consideration. (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent, or any member of a commission or board created by the Board of Supervisors with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

(b) The Contractor shall immediately report any attempt by a County officer or employee, or a member of a commission or board created by the Board of Supervisors to solicit such improper consideration. The report shall be made either to the Director, the County Program Manager, or the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

§ 1107. Suspension of Contract. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for Contractor failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days

from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

§ 1108. Probation. (a) The Director may place the Contractor on probationary status when it is determined by the Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Program and/or Participant summary goals, or (2) is out of compliance with County sanction policy guidelines, if any.

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Director must review and if deemed warranted, approve the Contractor's Corrective Action Plan (CAP). The County reserves the right to terminate contract(s) of any Contractor on probationary status if the Contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1200. GENERAL PROVISIONS

§ 1201. Time of Performance. (a) The term of this Contract shall be as set forth in Section 5 of the foregoing Contract, and any additional period of time as is required to complete necessary close out activities, provided that said term is subject to the provisions of this Contract, including but not limited to, § 1000 (Indemnification and Insurance) and § 1100 (Termination/Suspension/Probation) of these Standard Terms and Conditions, and Section 3 of the foregoing Contract. Performance shall not commence until the Contractor has obtained the County's approval of the documents as specified in § 403(a), and the County is in receipt of those documents as specified in § 403(b).

§ 1202. Contract Modifications/Amendments. (a) This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. The County may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

(b) **Funding/Budget Modifications.** (1) Changes to the total Contract funding as set forth in Section 3 of the foregoing Contract may be made only by contract amendment.

(2) With regard to the movement of funds within an approved budget (i.e., from one category to another), such movement may not exceed 25% of the Contract amount. Such modifications must be in writing and mutually agreed upon by the County Program Manager or his/her designee, and Contractor and must be in the best interests of the County.

(3) Notwithstanding any provision in this Contract to the contrary, 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 Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such

actions. The Contractor shall continue to provide all of the services set forth in the Contract.

(c) **Program Modifications.** Contractor requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the Contract period, nor during the last quarter of the Contract period (except where a written waiver is requested by the Contractor and accepted by the County). Furthermore, such requests shall not be submitted to the County more than ~~once~~ in each quarter except where a written waiver has been received by the County.

§ 1203. Prohibition Against Delegation and Assignment. (a) Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this § 1203, such County consent may be granted in the County's sole discretion and shall require a written amendment to this Contract which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Contract, absent such County consent, shall not be paid by County. Any payments by the County to any delegate or assignee on any claim under this Contract, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off or other reduction for any claims which the County may have against the Contractor, whether under this Contract or otherwise.

(b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the Contractor, is effected in such a way as to give majority control of the Contractor to any person(s),

corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent there of by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Contract shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Contract services and other work. This is no way limits any County right found elsewhere in this Contract, including, but not limited to, any right to terminate this Contract.

§ 1204. Subcontracting. (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of § 1101 (Termination for Default).

(b) Contractor request to the Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the Subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the Director.

(c) In the event the Director consents to subcontracting, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To accomplish this

requirement, the Contractor shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Contract.

(e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The Contractor shall not assign or subcontract any part or all of its interest in this Contract without written approval from the Director.

(h) All applicable provisions and requirements of this Contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate

County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available to the County upon request.

§ 1205. Repayment. The Contractor agrees to be bound by applicable County and Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Contract or applicable Program provisions or implementing rules and regulations.

§ 1206. Payment Contingency. Payments by County during the Contract period are conditioned by:

(a) The availability of Program funds, and

(b) The Contractor meeting performance goals set forth in **Exhibit C, Statement of Work**. Satisfaction of these conditions shall be determined by the Director after consultation with the County Program Manager.

§1207. Acquisition of Supplies and Equipment. (a) **Equipment.** Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over \$5,000.00 per unit in value as approved in the Budget (**Exhibit D**), and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment of \$5,000.00 or more per unit shall require prior written approval of the County/State. All equipment costing over \$5,000.00 and having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor-Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the budget these provisions will apply to leasing as well as to purchasing of equipment Title to such equipment shall be vested in County and/or State in accordance with Program regulations.

(b) **Purchase and Invoice Deadlines.** Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the Department's Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/imitations require prior written by the Director.

(c) During the term of this Contract, where equipment is purchased by the Department and furnished to the Contractor to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director.

§ 1208. Notices. (a) The appropriate County representative, as set forth in Section 7 of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1209. Waivers. (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.

§ 1210. Grievance Procedures. Contractor shall submit to the County at the time required contract documents are presented to CSS Contract & Audit Unit, Contractor grievance procedures for both Program staff and participants in accordance with applicable Program regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County/Program participant grievance procedures.

§ 1211. Prohibition of Fees. Except as otherwise expressly authorized under relevant Program regulations, Contractor shall not charge clients fees and/or membership fees for any services funded under this Contract.

§ 1212. Validity. The invalidity of any provision of this Contract shall not void or affect the validity of any other provision.

§ 1213. Disputes. (a) The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Contract shall be settled in accordance with County grievance procedures.

(b) Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County level. The grievance procedure shall be as follows:

(1) Contractor shall request a meeting with the County Program Manager within thirty (30) days from the date of notice of disallowed

costs. If the Contractor fails to take this action, the costs become automatically disallowed.

(2) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the Director shall make a final determination.

(3) Final determination by the Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this Contract during any disputes.

§ 1214. Entire Contract. (a) This Contract, together with the all exhibits thereto, constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.

(b) Contractor warrants that it has received a copy of this **Standard Terms and Conditions** to this Contract and upon execution of this Contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

§ 1215. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 1216. Clean Air and Water Acts. To the extent applicable, Contractor shall comply with all applicable standards, orders, or requirements issued under sections 302 of Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the clean Water (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)). Generally, this provision shall apply to contracts, subcontracts, and subgrants for amounts in excess of \$100,000.

§ 1217. Intellectual Property Provisions. (a) *Federal Funding.* To the extent this Contract

is funded in whole or in part by the federal government, the County may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from this Contract, except as provided in 37 CFR § 401.14. However, pursuant to 29 CFR § 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) *Ownership.* (1) Except where County has agreed in a signed writing to accept a license, the County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or County and in which result directly or indirectly from this Contract.

(2) *Intellectual Property Defined.* (A) For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(B) For the purposes of the definition of Intellectual Property, "works" means all literary

works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

(4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement (s) to include all Intellectual

Property provisions of this § 1217. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.

(5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

(c) *Retained Rights/License Rights.* (1) Except for Intellectual Property made, conceived derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this §1217 or result in

a breach of any provisions of law relating to confidentiality.

(d) *Copyright.* (1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, § 1217 (b)(2)(B)) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that:

(A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and

(B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this [Contract/Agreement] may not be reproduced or disseminated without prior written permission from County.

(e) *Patent Rights.* With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to County a license as described under § 1217(c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's

scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

(f) *Third-Party Intellectual Property.* Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (1) obtaining County's prior written approval; and (2) granting to or obtaining for County, without additional compensation, a license as described in § 1217(c), for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

(g) *Warranties.* (1) Contractor represents and warrants that:

(A) It has secured and will secure all rights and licenses necessary for its performance of this Contract.

(B) Neither Contractor's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly form this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(C) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(E) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.

(F) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) *Intellectual Property Indemnity.* (1) Contractor shall indemnify, defend and hold harmless County and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all

actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:

~~(A) the incorrectness or breach of any~~ of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or

(B) any --Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to

continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this § 1217 by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) *Survival.* The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

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EXHIBIT B

**COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT
RAPID RESPONSE SERVICES
BUSINESS ASSISTANCE**

STATEMENT OF OBLIGATIONS

EXHIBIT B

RAPID RESPONSE BUSINESS ASSISTANCE STATEMENT OF OBLIGATIONS

The County of Los Angeles is issuing this Request for Proposal (RFP) to solicit Proposals to provide required Rapid Response (RR) services to provide assistance to businesses facing the threat of downsizing.

Workforce Investment Act required RR services to businesses include, i.e. on-site contact, presentations, information and access to existing services, labor management assistance, business and financial planning, bankruptcy and restructure elements, including formation and facilitation of labor/management committees and any other service needed as they fall within the WIA RR guidelines. In the event of an emergency, it would include assistance to the local Workforce Investment Boards and Chief Elected Officials in developing a coordinated response.

THE FOLLOWING WORK MUST BE MET:

1. The Contractor will provide presentations to at least 1,000 companies during the contract period. Of the 1,000 companies contacted, the Contractor must be able to identify 10% of companies who are in need of RR services.
2. Notify the County's RR unit regarding anticipated presentations, along with the time, location, group name, etc.
3. Provide a brief summary of activities undertaken with each business seeking RR services, which shall be submitted with each invoice. The summary should contain not only services rendered, but also information on referrals made and the contact person.
4. Once initial services are met, Contractor will provide a "warm-handoff" to a WorkSource Center in order for the business to receive other services, along with a plan of services needed and what the WorkSource Center should provide.
5. Contractor must provide businesses with appropriate and relevant materials to accompany the presentation(s) being provided, which should be consistent with samples approved during the solicitation process.
6. Contractor will be expected to respond to the need for RR services in a timely matter, and meet with businesses during any hour that they operate.
7. Contractor must distribute the Presentation Evaluation Survey to the business group after conducting presentation(s) and return the completed forms to the County.

EXHIBIT C

RAPID RESPONSE BUSINESS ASSISTANCE PERFORMANCE MEASURES

1. Contractor will be measured on satisfactory completion of deliverables noted in the "Statement of Obligations" (reference Exhibit B). An inability to meet deliverables could possibly result in a termination of the contract.
2. Contractor will be measured on the effectiveness of presentations/services provided to businesses and impacted employees through the utilization of the Presentation Evaluation Survey. Contractor will be measured on a baseline of 95% satisfaction for all presentation participants. If the Contractor consistently falls at or below 90% participant satisfaction, the following actions will be taken:
 - First occurrence: Contractor will receive cautionary letter;
 - Second occurrence: Contractor will be requested to submit a Corrective Action Plan (CAP). An unsatisfactory CAP could result in the termination of a contract; and
 - Third occurrence: Contract may be terminated if they have not adhered to the previously approved CAP.
3. Contractor will be measured on the consistency of materials/curriculum and presentations previously approved by the County during the solicitation process. If materials used are found to not be consistent and have inferior quality to what was contracted, this will result in a CAP, and could possibly result in a termination of the contract.
4. Contractor will be measured on the quality and comprehensiveness of their services and activities to Chambers of Commerce, auxiliary groups, business groups, etc., and the effectiveness of their strategies to reduce the possibility of the business downsizing.
5. Contractor will be expected to conduct presentations to a minimum of 1,000 businesses, as discussed above, during the contract period. Of those 1,000 companies contacted, the Contractor will be expected to identify a minimum of 10% or more businesses, which meet WIA RR Criteria as outlined in the Federal and State Regulations that would require RR activities.

Management will provide regular feedback on the Contractor's performance in the aforementioned areas.

Management will work with the Contractor to ensure improvement and completion of deliverables.

Management will provide reports and other data collected from the Presentation Evaluation Surveys.

EXHIBIT D

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

**WORKFORCE INVESTMENT ACT
RAPID RESPONSE PROGRAM**

**BUSINESS ASSISTANCE
REQUIRED FORMS**

REQUIRED FORMS TABLE OF CONTENTS

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5. EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION
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REQUIRED FORMS
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Proposer Name.

Proposer Official Title

Official's Signature

REQUIRED FORMS

Revised 04/18/03

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that applicants for County contracts submit certifications of Program compliance to the soliciting County department along with their quote. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in Quote) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in Quote) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____ is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

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

Executed this _____ day of _____ (Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the proposal to the County.)

Copy to: Child Support Services Department
Child Support Compliance Program
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343

Telephone: (323) 889-2782

REQUIRED FORMS

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Applicant certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Applicant also certifies that all persons acting on behalf of the Applicant organization have and will comply with it during the quote process.

Signature: _____ Date: _____

REQUIRED FORMS
Revised 04/18/03
PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A QUOTE TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or quote.

To: Child Support Services Department
Child Support Compliance Program
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343 Telephone: (323) 889-2782

Contractor or Association Name as Shown on Quote: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ FAX: _____

County Department Receiving Quote: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. No natural person owns an interest of 10 percent or more in this Contractor.
- II. Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>
1.	_____	_____	[YES] [NO]
2.	_____	_____	[YES] [NO]
3.	_____	_____	[YES] [NO]

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

By: _____ Date: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the proposal to the County.)

(Print Name)

(Title/Position)

REQUIRED FORMS
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Applicant has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Applicant periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Applicant has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Applicant has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Applicant shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Applicant shall attest to a willingness to provide employed GAIN/GROW participants access to the Applicant employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Applicants unable to meet this requirement shall not be considered for contract award.

Applicant shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Applicant has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

_____ YES (subject to verification by County) _____ NO

B. Applicant is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Applicant is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Applicant is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Applicant Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

REQUIRED FORMS

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Quotes is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All applicants, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the applicant is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION (continued)

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
FISCAL YEAR 2004 - 2005
RAPID RESPONSE BUSINESS ASSISTANCE INVOICE**

AGENCY NAME:	CSS USE ONLY PROGRAM ACCOUNTING		
ADDRESS:	RAPID RESPONSE MGR. APPROVAL:	DATE:	
CITY: STATE: ZIP:	FISCAL APPROVAL:	DATE:	
CONTRACT # DATE OF INVOICE:	AMOUNT APPROVED:	DATE:	

**ATTENDANCE RECORD/SIGN-IN SHEET & PARTICIPANT EVALUATIONS
MUST BE ATTACHED TO THIS INVOICE**

<u>TITLE and LOCATION OF PRESENTATION</u>	DATE OF PRESENTATION/SERVICE	# PARTICIPANTS SERVED	COST OF WORKSHOP/SERVICE
TOTAL			

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, state or federal officials as required by appropriate laws. *I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.*

(NAME OF PERSON AUTHORIZED TO COMPLETE BILLING) (DATE)

(SIGNATURE) (PHONE NUMBER)

COUNTY OF LOS ANGELES WUKKUKKE INVESTEMENI BUAKU
 COMMUNITY AND SENIOR SERVICES
 RAPID RESPONSE BUSINESS ASSISTANCE

REQUEST FOR CASH

AGENCY:	CSS STAFF USE ONLY PROGRAM ACCOUNTING
ADDRESS:	RAPID RESPONSE MGR. APPROVAL:
CITY:	REVIEWED BY:
STATE:	FISCAL APPROVAL:
ZIP:	AMOUNT PAID:
CONTRACT #	
DATE OF REQUEST FOR CASH:	

RAPID RESPONSE - RAPID RESPONSE - RAPID RESPONSE

2004 - 2005	(1) CASH RECEIVED TO DATE	(2) CASH DISBURSED TO DATE	(3) CASH BALANCE (COLUMN 1-2)	(4) CASH REQUESTED
Rapid Response				

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, state or federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Prepared by: _____ Title: _____
 Phone: _____ Date: _____
 Director of Agency: _____ Date: _____

Instructions:
 Enter total amount of money received by your Agency to date for this contract.
 Enter total amount of money expended by your Agency to date for this contract (total amount paid + amount of the attached invoices).
 Subtract box #2 from box #1, cash balance should be a negative figure and equal the amount of the attached invoices.
 Amount requested for the attached invoices.

Sign in sheets and participant evaluations must be attached to Workshop invoices. Use only the participant evaluation format that is included with your contract.

EXHIBIT F**LOS ANGELES COUNTY WORKFORCE INVESTMENT AREA
WORKSOURCE CALIFORNIA CENTERS**Los Angeles County
Workforce Investment Board

Carson Carson/Lomita/Torrance WIN WorkSource One Civic Plaza, Suite 500 Carson, CA 90745	Phone: 310-518-8100 Fax: 310-518-8215 TTY: 310 518-8193	Los Angeles – South Los Angeles Urban League WorkSource 12700 South Avalon Blvd Los Angeles, CA 90061	Phone: 323-600-1106 Fax: 323-600-0188 TTY: 323-242-0238
Compton Compton CareerLink WorkSource 700 North Bullis Road Compton, CA 90221	Phone: 310-605-3050 Fax: 310-605-3067 TTY: 310 537-8072	Marina Del Rey Career Planning Center / West LA WorkSource 13160 Mindanao Way, Suite 240 Marina Del Rey, CA 90292	Phone: 310-309-6000 Fax: 310-309-6032 TTY: 310-309-6045
El Monte Career Partners WorkSource 10503 East Valley Blvd El Monte, CA 91731	Phone: 626-258-0365 Fax: 626-258-0428 TTY: 626-442-1576	Pacoima Northeast San Fernando Valley WorkSource 11623 Glenoaks Blvd. Pacoima, CA 91331	Phone: 818-890-9400 Fax: 818-899-5830 TTY: 818 890-9452
Hawthorne South Bay Workforce Investment Board 11539 Hawthorne Blvd., Suite 500 Hawthorne, CA 90250	Phone: 310-970-7700 Fax: 310-970-7711 TTY: 800-735-2922	Pasadena Foothill Employment & Training Connection 1207 East Green Street Pasadena, CA 91106	Phone: 626-796-5627 Fax: 626-304-7902 TTY: 800-815-9385
Huntington Park Hub Cities WorkSource Center 2677 Zoe Avenue, 2nd Floor Huntington Park, CA 90255	Phone: 323-586-4700 Fax: 323-586-4702 TTY: 323-586- 3597	Pomona City of Pomona LA Urban League WorkSource 264 East Monterey Avenue Pomona, CA 91767	Phone: 909-623-9741 Fax: 909-622-4125 TTY: 909-623-9741
Irwindale LA Works WorkSource 5200 Irwindale Avenue, Suite 130 Irwindale, CA 91706	Phone: 626-960-3964 Fax: 626-960-6777 TTY: 626-856-3735	Rosemead Career Partners WorkSource Center 3505 North Hart Avenue Rosemead, CA 91770	Phone: 626-572-7272 Fax: 626-569-1181 TTY: 626-569-0682
Lancaster Antelope Valley One Stop WorkSource 1420 West Avenue I Lancaster, CA 93534	Phone: 661-726-4128 Fax: 661-945-5767 TTY: 800-815-9387	Santa Clarita Santa Clarita WorkSource 21515 Soledad Canyon Road, Suite 121 Santa Clarita, CA 91350	Phone: 661-255-1031 Fax: 661-255-9142 TTY: 661-799-7110
Los Angeles – Downtown Chicana Service Action Center WorkSource 3601 East First Street Los Angeles, CA 90063	Phone: 323-264-5627 Fax: 323-980-1775 TTY: 213-629-5800	Sun Valley El Proyecto Del Barrio WorkSource 9024 Laurel Canyon Blvd Sun Valley, CA 91352	Phone: 818-504-0334 Fax: 818-504-2625 TTY: 877-877-5379
Los Angeles – East East LA Employment & Business Center 5301 Whittier Blvd Los Angeles, CA 90022	Phone: 323-887-7122 Fax: 323-887-8236 TTY: 323-832-1279	Whittier SASSFA Partners For Progress WorkSource 9825 Painter Avenue Whittier, CA 90605	Phone: 562-946-2237 Fax: 562-946-5818 TTY: 562-906-5807
Los Angeles – Metropolitan Jewish Vocational Services WorkSource 5757 Wilshire Blvd., Promenade 3 Los Angeles, CA 90036	Phone: 323-904-4900 Fax: 323-904-4905 TTY: 800-735-2929		

EXHIBIT G



**WORKFORCE INVESTMENT ACT
RAPID RESPONSE PRESENTATION EVALUATION**

DATE: _____ LOCATION: _____

Presenter: _____

Please rate each of the areas listed below by circling the appropriate score (5 = highest).

- | | | | | | |
|---|---|---|---|---|---|
| 1. Organization of the presentation | 1 | 2 | 3 | 4 | 5 |
| 2. Trainer(s) presentation skills/effectiveness | 1 | 2 | 3 | 4 | 5 |
| 3. Value of printed material | 1 | 2 | 3 | 4 | 5 |
| 4. Overall usefulness of the program | 1 | 2 | 3 | 4 | 5 |

5. Suggestions for improvements:

6. Other comments:

Submit to: c/o Rapid Response Unit
Community and Senior Services
3175 W. 6th Street, Room 307, Box 6
Los Angeles, CA 90020
Fax: 213-368-6003

EXHIBIT H

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract 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.
- D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

- G. These terms shall also apply to subcontractors of County Contractors.