COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

"To Enrich Lives Through Effective And Caring Service"

CYNTHIA D. BANKS
Chief Deputy Director

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

Revised

December 7, 2004

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

Dear Supervisors:

AUTHORIZATION TO ACCEPT GRANT FUNDS AND APPROVAL OF FUNDING RECOMMENDATIONS FOR THE 2005 COMMUNITY SERVICES BLOCK GRANT PROGRAM (ALL SUPERVISORIAL 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 2005 Program Year (PY) Community Services Block Grant (CSBG) funding from the State Department of Community Services and Development (CSD) which is anticipated to be $6,554,321 based on the 2004 Program Year funding level, and to execute the State Standard Agreement for the 2005 PY CSBG funding and any required time extensions, modifications, and/or amendments, and to accept additions to or reductions in CSBG funding, up to 25 percent of the anticipated grant award.

2. Approve the agencies' recommended funding levels, totaling $4,895,930 as indicated on Attachment A, for the provision of community services under the CSBG program to the impoverished population of Los Angeles County.

3. Authorize the Director of CSS or designee, after County Counsel approval, to negotiate and execute contracts and any required time extensions with agencies on Attachment A, in substantially similar form to Attachment C, and in the amounts indicated on Attachment A for the provision of community services effective upon Board approval or January 1, 2005, whichever date is later, through December 31,

2005. The $4,895,930 cost of the contracts and program is fully financed using CSBG funding.

4. Authorize the Director of CSS or designee, to execute contract amendments (Attachment D) with the agencies to increase or decrease contract amounts based on contractor performance and availability of funding provided that: (a) the amount of change does not exceed 25 percent of the original contract amount; and, (b) approval of County Counsel. CSS will inform the Board and the Chief Administrative Office (CAO) of any increase or decrease in funding. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each calendar year, the County receives notification of CSBG grant funding from the U.S. Department of Health and Human Services through the State CSD based on the latest census data on poverty individuals. The grant provides funding for CSBG program services to the County's impoverished population and Community and Senior Services (CSS) costs for administration. For the 2005 PY, the final Congressional CSBG appropriation has not been approved, and CSD has not received notice of California's final federal FY 2005 CSBG allocation.

The 2004 PY CSBG funding and service provider contracts expire on December 31, 2004. Although the 2005 PY CSBG appropriation has not been approved, the recommended actions using PY 2004 funding levels will enable CSS to continue to provide services to low-income residents who are at or below the federally established poverty level in Los Angeles County with access to a broad array of services in employment, education, health, housing, nutrition, linkages and emergency services, and avoid any interruption in services.

Implementation of Strategic Plan Goals

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

Performance Measures

A Performance Evaluation and Outcome Measure system utilizing a matrix of performance standards of In-Crisis, Vulnerable, Stable, and Thriving was developed with the ultimate goal of self-sufficiency. This matrix measures agency and client progress towards achievement of established goals and outcomes (Attachment B).

FISCAL IMPACT/FINANCING

The Department's FY 2004-05 Adopted Budget includes sufficient appropriation and anticipated revenue, using 2004 PY funding levels, to cover the cost of the program. It is anticipated that there will be no fiscal impact on the County general fund as the CSBG program is fully financed by Federal appropriations. However, in the event the 2005 PY CSBG grant funding is not realized to the extent anticipated, CSS will make every effort to mitigate any net county costs, and if necessary make contract amendments to reflect any 2005 Program Year funding reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 21, 2004, the Los Angeles County Community Action Board (CAB), the CSD State-mandated body, approved the funding recommendations of all agencies listed on Attachment A. The recommended funding levels have been allocated to agencies in proportion to the number of low-income persons in each Supervisorial District as indicated on Attachment A.

CSS has incorporated performance goals and outcomes into our Request for Proposal (RFP) and contracting process. The 2005 Program Year is the third of a four-year RFP cycle issued in August 2002. This year, the State is requiring we include outcomes into our reporting system. To accomplish this requirement, CSS will develop an electronic, on-line reporting system for all of our contract agencies.

The CAO has reviewed and concurs with the recommended action. County Counsel has approved Attachments C and D as to form.

The required Grant Management Statement is attached (Attachment E).

CONTRACTING PROCESS

The recommended agencies on Attachment A were awarded contracts through an open competitive RFP process conducted in August 2002. The bid opportunity was posted on the Office of Small Business Website as part of the procurement process. The RFP was conducted for a four (4) year funding cycle with yearly contracts renewable each year based on contract compliance and contractor performance (Attachment B). This is the third year for contract renewals.

Monitoring

Program monitoring will be done on an annual basis and will consist of program and fiscal monitoring to ensure contract compliance. Fiscal and programmatic monitoring is accomplished through the CSBG monitoring unit at a minimum of twice a year.

IMPACT ON CURRECT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable CSS to continue providing CSBG services to poverty residents in all Supervisorial Districts of the Los Angeles County through its CSBG network of 106 non-profit agencies. This action will preclude any interruption of current services. The cities of Los Angeles, Long Beach, Pasadena, South Pasadena, Duarte, Monrovia, Sierra Madre, Arcadia, and portions of Altadena receive CSBG funds directly. Residents in these areas will not be served under the County's CSBG Program but rather by their own community action agencies.

Respectfully submitted,

CYNTHIA D. BANKS
Chief Deputy Director

Attachments (5)

c: David E. Janssen
Raymond G. Fortner, Jr.
J. Tyler McCauley

COMMUNITY SERVICES BLOCK GRANT
CALENDAR YEAR 2005
FUNDING RECOMMENDATIONS
FIRST SUPERVISORIAL DISTRICT

No.	AGENCY	Yr. 05 recommended Amt.
1	Basic Adult Spanish Education, Inc.	72,613
2	Bienvenidos Children's Center, Inc.	70,356
3	Boys and Girls Club of Pomona Valley	40,096
4	Chicana Services Action Center, Inc.	103,380
5	Chinatown Service Center	18,355
6	Church of Our Saviour/Our Saviour Center	105,659
7	Community Rehabilitation Services, Inc.	91,989
8	Community Union, Inc.	77,457
9	East Los Angeles Women's Center	29,015
10	Eastmont Community Center	111,527
11	Harriet Buhai Center for Family Law	81,189
12	Human Services Association	70,675
13	Jovenes, Inc.	67,768
14	L.A. Family Housing Corporation	70,507
15	Little Tokyo Community Development Corp.	51,298
16	Los Angeles County-Citizenship Assistance Campaign	30,000
17	Los Angeles Conservation Corps.	29,015
18	Mental Health Advocacy Services, Inc.	29,015
19	Neighborhood Legal Services of Los Angeles County	109,484
20	Plaza Community Center, Inc.	33,859
21	Pomona-Inland Valley Council of Churches	30,015
22	Rio Hondo Temporary Home	70,675
23	Soledad Enrichment Action, Inc.	91,989
24	Southeast Churches Service Center	55,227
25	Special Service for Groups (Children's Dental)	62,924
26	Special Service for Groups (Grant Writing)	12,600
27	SPIRITT Family Services	96,833
28	Women's and Children's Crisis Shelter, Inc.	65,313
29	YWCA San Gabriel Valley (Intervale)	53,236
	Total	**1,832,069**

COMMUNITY SERVICES BLOCK GRANT
CALENDAR YEAR 2005
FUNDING RECOMMENDATIONS
SECOND SUPERVISORIAL DISTRICT

No.	AGENCY	2005 Recommended Amt.
1	1736 Family Crisis Center	16,557
2	African American Unity Center	11,977
3	Akila Concepts, Inc.	23,267
4	Asian American Drug Abuse Program, Inc. (Viet)	33,014
5	Asian American Drug Abuse Program, Inc.(Youth)	21,184
6	California Council for Veterans Affairs, Inc.	45,632
7	Catholic Charities of Los Angeles, Inc.	11,976
8	Center for the Pacific-Asian Family, Inc.	28,858
9	Centinela Youth Services	14,357
10	Coalition of Mental Health Professionals, Inc.	36,333
11	Community Legal Services	12,643
12	Community Service Desk, Inc.	14,357
13	Community Union, Inc.	22,251
14	Compton Welfare Rights Organization, Inc.	104,510
15	Constitutional Rights Foundation	43,062
16	Creative Neighbors Always Sharing	27,812
17	Crenshaw West Adams-Leimert Consortium, Inc.	11,976
18	Harriet Buhai Center for Family Law	12,084
19	High Standard Educational Center	11,977
20	HLAFCDC	15,846
21	Innovative Educational Systems	11,976
22	Institute For Black Parenting	17,837
23	Institute for Multicultural Counseling and Education Services, Inc.	23,267
24	Jenesse Center, Inc.	33,332
25	Jewish Vocational Service	14,357
26	JWCH Institute, Inc.	11,977
27	Legal Aid Foundation of Los Angeles	11,976
28	Little Tokyo Community Development Corp.	11,176
29	Los Angeles Conservation Corps.	11,976
30	LAUSD Division of Adult and Career Education	11,976
31	Mary Lind Foundation	11,976
32	Office of Samoan Affairs	22,738
33	Peace and Joy Care Center	32,927
34	P.A.T.H.	39,924
35	Project Impact, Inc.	39,438
36	Rainbow Services, Ltd.	12,084
37	Richstone Family Center	21,086
38	San Pedro Community Legal Services	11,976
39	SER-Jobs for Progress, Inc.	13,457

COMMUNITY SERVICES BLOCK GRANT
CALENDAR YEAR 2005
FUNDING RECOMMENDATIONS
SECOND SUPERVISORIAL DISTRICT

No.	AGENCY	2005 Recommended Amt.
40	Soledad Enrichment Action, Inc.	11,976
41	South Central Health & Rehabilitation Program	10,676
42	Southeast Churches Service Center	13,012
43	Special Services for Groups (Hurting & Hungry)	33,014
44	Special Services for Groups (Grant Writing)	11,576
45	Special Services for Groups (Tongan Community)	43,291
46	The Help Group Child and Family Center	11,976
47	Truevine Community Outreach	11,576
48	United American Indian Involvement, Inc.	21,086
49	United States Veterans Initiative	11,976
50	United Women In Transition	14,357
51	Watts Labor Community Action Committee	8,728
52	Youth Alive	25,309
	Total	**1,113,682**

COMMUNITY SERVICES BLOCK GRANT
CALENDAR YEAR 2005
FUNDING RECOMMENDATIONS
THIRD SUPERVISORIAL DISTRICT

No.	AGENCY	2005 Recommended Amt.
1	Basic Adult Spanish Education, Inc.	8,226
2	Center for the Pacific-Asian Family, Inc.	11,075
3	Covenant House California	8,226
4	Gay & Lesbian Adolescent Social Services	11,075
5	Jewish Family Services of Los Angeles	11,075
6	Jewish Vocational Service	15,767
7	L.A. Family Housing Corporation	16,704
8	Neighborhood Legal Services of Los Angeles County	22,470
9	Soledad Enrichment Action, Inc.	12,025
10	Step Up on Second Street, Inc.	15,087
11	St. Joseph Center	18,514
12	The Help Group Child and Family Center	11,075
	Total	**161,319**

COMMUNITY SERVICES BLOCK GRANT
CALENDAR YEAR 2005
FUNDING RECOMMENDATIONS
FOURTH SUPERVISORIAL DISTRICT

No.	AGENCY	2005 Recommended Amt.
1	1736 Family Crisis Center	66,711
2	Catholic Charities of Los Angeles, Inc.	115,378
3	Center for the Pacific-Asian Family, Inc.	17,667
4	Consolidated Youth Services Network	11,489
5	Harriet Buhai Center for Family Law	11,863
6	Human Services Association	11,489
7	Los Amigos Research & Education Institute, Inc	188,342
8	Office of Samoan Affairs	23,291
9	Rainbow Services, Ltd.	70,904
10	Rio Hondo Temporary Home	32,571
11	San Pedro Community Legal Services	11,489
12	SER-Jobs for Progress, Inc.	35,533
13	Su Casa Family Crisis and Support Center	68,902
14	Women's and Children's Crisis Shelter, Inc.	49,879
15	Women Shelter of Long Beach	26,387
16	YWCA San Gabriel Valley (Intervale)	11,489
	Total	**753,384**

COMMUNITY SERVICES BLOCK GRANT
CALENDAR YEAR 2005
FUNDING RECOMMENDATIONS
FIFTH SUPERVISORIAL DISTRICT

No.	AGENCY	Yr. 05 Recommended amt.
1	Activities for Retarded Children	40,151
2	Antelope Valley Boys & Girls Club	40,151
3	Antelope Valley Domestic Violence Council	77,797
4	Antelope Valley Hospital District	40,151
5	Armenian Relief Society of Western U.S.A., Inc.	30,116
6	Asian Youth Center	40,151
7	Catholic Charities of Los Angeles, Inc.	17,564
8	Centinela Youth Services	10,000
9	Child and Family Center	40,151
10	Chinatown Service Center	25,099
11	Community Rehabilitation Services, Inc.	25,093
12	Community Union, Inc.	17,564
13	Crossroads, Inc.	40,151
14	Family Counseling Services of WSGV	40,151
15	Foothill Family Service	20,116
16	Foothill Unity Center, Inc.	30,122
17	Foundation for Children's Dental Health	17,564
18	Friends Outside in Los Angeles County, Inc.	52,680
19	Haven House, Inc.	40,151
20	Institute for Multicultural Counseling and Education Services, Inc.	40,151
21	Institute for Urban Research and Development	17,594
22	Murrell's Community Service Agency	20,145
23	Neighborhood Legal Services of Los Angeles County	17,564
24	The Boys and Girls Club of the Foothills	40,151
25	United Community Action Network	40,151
26	YWCA of Glendale	32,622
27	YWCA San Gabriel Valley (Intervale)	40,151
28	YWCA San Gabriel Valley (WINGS)	142,024
	Total	**1,035,476**

ATTACHMENT B

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

COMMUNITY SERVICES BLOCK GRANT (CSBG) BULLETIN

DATE: 08-16-04	NUMBER: 04 - 17	PAGE: 1 OF 2
EFFECTIVE DATE: August 16, 2004		
SUBJECT: **CSBG YEAR 2004 PERFORMANCE RATING**		

Dear Agency/Program Director:

The year 2005 funding recommendations for currently funded CSBG agencies will be based on your agency's performance during the first eight months of your 2004 contract. The performance evaluation will be determined by the number of unduplicated clients served, number of services provided to eligible clients, and the growth outcomes except safety net. This evaluation also considers the monitoring review of contract compliance for the 8-month period.

The final percentage is the average percentage of the client, service and outcome. The performance formula is defined as follows:

1. A performance rating of "A" means the agency's performance is over 100%, the agency may be considered for funding recommendation that exceeds their current funding level. Which is dependent upon availability of funds.

2. A performance rating of "B" means the agency's performance is between 85% to 99%, the agency will be recommended for no more than their current funding level.

3. A performance rating of "C" means the agency's performance is from 70% to 84%, the agency may be recommended for a reduced level of funding equal to the percentage of performance attained.

4. A performance rating of "D" means the agency's performance is below 70%, the agency will not be recommended for funding.

It is important that all CSBG agencies strive to meet the contract goals and submit the August 2004 reports on or before the due date, September 10, 2004. The Performance Rating will be computed based on the planned numbers of clients, services and outcomes from January through August 2004 versus the actual numbers of clients, services and outcomes from the most current reports on file as of September 10, 2004. Therefore, it is imperative to submit all monthly reports on time, including the August 2004 Report.

In addition to the regular monthly reports, agency must also submit an Outcome Report on the enclosed form.

Please feel free to contact your assigned Program Specialist if you have any questions.

May Kingi, Chief
Community Services Division

MK:tn

Enclosure

ATTACHMENT C

YEAR 2005

COUNTY OF LOS ANGELES

COMMUNITY SERVICES GRANT PROGRAM CONTRACT

By and Between the County of Los Angeles,
and _____

ATTACHMENT C

Program Year: 2005

Contract No.: _____

COUNTY OF LOS ANGELES
COMMUNITY SERVICES BLOCK GRANT PROGRAM CONTRACT

This Contract is entered into this _____ day of _____, 2005, by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("CSS"), and _____("Contractor").

PREAMBLE

WHEREAS, the COUNTY has received Community Services Block Grant (CSBG) funds from the State of California, Department of Community Services and Development (CSD), pursuant to Government Code Section 12725 et. seq. and Subtitle B of Title VI of Public Law 97-35, as amended, to administer a locally controlled CSBG Program that promotes the principles of self-help and assists low-income families and individuals to become fully self-sufficient; and

WHEREAS, the COUNTY has been duly recognized by the Federal government as a Community Action Agency (CAA); and

WHEREAS, the County has selected the CONTRACTOR to provide services that promote new economic opportunities for low-income families and individuals as specific in Chapter 8, beginning with Section 12725 of the California Government Code for the CSBG Program referenced above; and

WHEREAS, the County has received funding under the Program to support Program activities administered by the County within its jurisdictional boundaries; and

WHEREAS, on _____, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing services to eligible participants under the Program.

NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS. (a) This Contract consists of this 4-page document and the following exhibits, inclusive:

(1) Standard Terms and Conditions (Exhibit A)

(2) Mandated Program Requirements (Exhibit B)

(3) Statement of Work (Exhibit C)

(4) Budget (Exhibit D)

(5) Performance Requirements (Exhibit E)

(6) Department Required Documents (Exhibit F)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this five-page document and the exhibits attached hereto,

said conflict or inconsistency shall be resolved first in favor of Exhibit B (Mandated Program Requirements) and then in favor of Exhibit A (Standard Terms and Conditions) to this Contract.

SECTION 2. CONTRACTOR OBLIGATIONS. (a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by [funding agency], and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the Funding Source).

(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B).

(c) Prior to execution of this Contract, Contractor shall fully comply with **§ 403** (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (**Exhibit A**).

(d) In accordance with **§ 1002** (Insurance) of the Standard Terms and Conditions (Exhibit A) to this Contract, Contractor shall provide the mandated programs of insurance at the following limits:

(1) General Liability: Not less than – $1 million per occurrence; – $1 million aggregate for Products/Completed Operations; $1 million for Personal and Advertising Injury; and – $2 million general aggregate.

(2) Automobile Liability: Not less than $1 million for each accident.

(3) Workers' Compensation: State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than $1 million for each accident, for each disease, for each employee, and policy limit.

(4) Crime Coverage (if applicable): In per occurrence amounts not less than $50,000 for Employee Dishonesty; $50,00 for Forgery or Alteration; $(not applicable) for Theft, Disappearance and Destruction; $(not applicable) for Computer Fraud; and $50,000 for Burglary and Robbery.

(5) Professional Liability (if applicable): Not less than $1 million per occurrence and $3 million aggregate.

Except as expressly provided herein, the remaining terms and conditions set forth in § 1000 shall continue to be enforceable and binding on the Contractor.

(e) Section 233 of the Standard Terms and Conditions (Exhibit A) do not apply to this contract. All remaining terms and conditions of Exhibit A shall remain in full force and effect.

SECTION 3. COUNTY FISCAL OBLIGATION. The County agrees to reimburse the Contractor for eligible expenditures identified in the Budget (Exhibit D) incurred during the contract period in providing services to eligible clients identified in the Statement of Work (Exhibit C) and in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____ dollars ($_____.00) during the term of this Contract and is conditioned on the continuing availability of said CSBG funds.

SECTION 4. PROGRAM MONITORING. (a) Contractor shall comply with all provisions of this Contract addressing Program monitoring, including without limitation.

(b) The County intends to perform contract compliance reviews and program monitoring pursuant to CSS policies and procedures. In accordance with such policies, it is contemplated that CSS will conduct periodic reviews and monitoring no less than quarterly during the term of the Contract. This section shall not be construed, interpreted nor deemed to waive or otherwise limit the Contractor's monitoring obligations and responsibilities set forth in this Contract, nor is it intended to create any obligation on behalf of the County or any right or benefit for the Contractor.

SECTION 5. TERM. The term of this Contract shall commence on _____, 200_ and terminate no later than _____, 200_, except as otherwise provided in this Contract.

SECTION 6. CONTRACT ADMINISTRATION. (a) The County Program Manager who shall be responsible for administering the Program-related provisions of the Contract on behalf of the County shall be Ms. May Kingi, Chief of Community Services Division.

(b) The Contractor's Program Manager, who shall be responsible for administering the Contract on behalf of the Contractor shall be _____, [title].

SECTION 7. 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:

(1) County of Los Angeles

May Kingi, Chief of Community Services Division
Department of Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020-1798

(2) Contractor:

_____
_____
_____
Attention: _____

(b) **Authorized Signatures.** Person(s) authorized to sign Contractor's Reimbursement Requests:

_____	_____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Typed Name)	(Typed Name)
_____	_____
(Title)	(Title)

ATTACHMENT C

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Contractor have caused this Contractor to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: _____
Cynthia D. Banks, Chief Deputy Director
Department of Community & Senior Services

Approved as to Form:

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

CONTRACTOR

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Title)

ATTACHMENT C

LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES

COMMUNITY SERVICES BLOCK GRANT (CSBG)

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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ATTACHMENT C

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. The Community and Services Block Grant Program will be referred to as "CSBG".

§ 102. **"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.

§ 103. **"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.

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

§ 105. **"County"** shall mean the County of Los Angeles.

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

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

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

§ 109. **"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.

§ 110. **"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.

§ 111. **"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.

§ 112. **"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.

§ 113. The State of California, Department of Community Services and Development will be referred to as "STATE CSD" or "State".

§ 114. The Community Action Agency will be referred as "CAA".

§ 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 E** 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) Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

(b) Contractor shall establish safeguards in writing to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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 E** 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 or any federal, State or local government 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 plains 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.

§ 234. Computer Software. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

§ 235. Union Organizing. For all contracts, except fixed price contracts of $50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
b) No state funds received under this Agreement will be used to assist, promote or deter union organizing.
c) Contractor will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

§ 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 E** of this Contract.

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

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

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

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

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

(12) Certification regarding County Jury Service Program, in accordance with **§ 230**

(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

(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.

herein and contained in **Exhibit E** of the Contract.

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.

§ 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:** by the 10th calendar day of the month following the month covered in the report:

(1) Funding Requisition (FR)
(2) Monthly Performance Report (MPR)
(3) 415 Reports
(4) Safety Net Report, if applicable (SNR)

Quarterly: on April 10th, July 10th, October 10th, and January 10th: Programmatic Data – Clients Characteristic Report.

(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:

County of Los Angeles
Department of Community and Senior Services
3175 West Sixth Street, Box 5
Los Angeles, California 90020-1798

Attention: CSBG Division

(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 contact 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 ther 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) Inlcude 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 (if applicable)*: 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 (if applicable)*: 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 of 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 delegate 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 provided to CSBG clients. Fees include cash, food stamps and any other assets of monetary value.

§ 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.

[remainder page left blank]

ATTACHMENT C

EXHIBIT B

MANDATED PROGRAM REQUIREMENTS:

1. Provide services to eligible poverty-level clients:

    a. Who must meet CSBG poverty income guideline, and
    b. Reside in the County of Los Angeles Community Action Agency's planning areas.

2. Provide services to poverty levels families and individuals to increase their economic self-sufficiency and reduce their dependency on public assistance.

3. Provide program services that are result-oriented management accountability (ROMA) with well-defined outcomes to measure the clients/families toward self-sufficiency.

4. Agency must be an incorporated nonprofit organization or a public/governmental agency, or institution. Public agencies are subject to citizenship verification procedures required by federal legislation for each client served.

5. Agencies are to provide matching funds of at least 30% of the CSBG grant funds. The 30% match can consist of hard cash or in-kind contributions, or a combination of both cash and in-kind. Federal funds cannot be used as matching funds.

ATTACHMENT C

STATEMENT OF WORK
PROGRAM SUMMARY

Contract No.:	CK
Amendment No.:	
Modification No.:	

Contract Year: 2005

Agency Name:

Address: _____ **City:** _____ **Zip:** _____

Project Tilte: _____

Project Director: _____ **Tel. #:** _____ Ext. #: _____ **Email:** _____

Executive Director: _____ **Tel. #:** _____ Ext. #: _____ **Email:** _____

Federal Identification No.: _____ **Fax #:** _____

Supervisorial District	2005 CSBG PROGRAM FUNDS				AGENCY'S MATCH CONTRIBUTION (30%) ON CSBG GRANTS		(E) Total Project Cost (B+C+D)	Total Planned Undup. Clients	Total Planned Outcomes	Total Planned Service Units
	(A) Original Allocation	Amendment 1	Amendment 2	(B) Total	(C) Cash	(D) In-Kind				
1 st										
2 nd										
3 rd										
4 th										
5 th										
TOTAL										

PROGRAM AND BUDGET APPROVALS: The following representatives have reviewed and approved the Statement of Work and Budget (Exhibits "C" and "D") and any additional pages attached for the performance of this contract.

Contractor's Representative's Signature: _____ Date: _____

CSS Program Monitor: _____ Date: _____

CSS Contract Officer: _____ Date: _____

CSS Program Manager: _____ Date: _____

STATEMENT OF WORK
PROGRAM SERVICES LOCATION

Contract Year: 2005

Contract No.:	**CK**
Amendment No.:	
Modification No.:	

Agency Name: _____

Project Site(s): (If different from office address given on page 1):

Address (Include City and a full 9 digit Zip Code)

_____ **Project Director:** _____

_____ CA _____ **Telephone No.:** _____

_____ **Contact Email:** _____

_____ CA _____ **Contact Fax No.:** _____

Days and Hours of Operation of services (If necessary add additional pages 2a, 2b, etc.).

MONDAYS	open at: _____	close at: _____	24 hours _____	closed _____
TUESDAYS	open at: _____	close at: _____	24 hours _____	closed _____
WEDNESDAYS	open at: _____	close at: _____	24 hours _____	closed _____
THURSDAYS	open at: _____	close at: _____	24 hours _____	closed _____
FRIDAYS	open at: _____	close at: _____	24 hours _____	closed _____
SATURDAYS	open at: _____	close at: _____	24 hours _____	closed _____
SUNDAYS	open at: _____	close at: _____	24 hours _____	closed _____

STATEMENT OF WORK
PROGRAM DESCRIPTION

Contract Year: 2005

Contract No.:	**CK**
Amendment No.:	
Modification No.:	

Agency Name:

I. Provide detailed description of core program category (but no more than two core program categories)

Each core program category must include the following:

1. Specific Description of services and how clients are going to received services:

2. Description of target population and planned number of clients:

3. Target areas (description cities and supervisorial districts within the county CSBG service areas)

4. Location of services to be provided and length of services:

Note: If additional pages are needed, please number 3b, 3c, etc.

STATEMENT OF WORK
PROGRAM DESCRIPTION

Contract Year: 2005

Contract No.:	**CK**
Amendment No.:	
Modification No.:	

Agency Name:

Agency may provide support services in addition to the core services. Support services must be described in a similar manner as core services; however, they do not required outcomes.

II. Definition of service unit (must have a clear definition of what constitutes a service unit, length of service unit time and cost per service unit e.g. one hour of classroom education @ $20.00, one bed-night @ $25.00, one bag of bus token @ $5.00,one bag of grocery @ $20.00, one hot meal @ $5.00, one way of transportation @ $5.00.)

III. Description of expected results or impact of services and projection of clients' outcomes in quantity and levels:

Note: If additional pages are needed, please number 3b, 3c, etc.

COUNTY OF LOS ANGELES / COMMUNITY AND SENIOR SERVICES
COMMUNITY SERVICES BLOCK GRANT PROGRAM

ATTACHMENT C

STATEMENT OF WORK
NUMBER OF UNDUPLICATED CLIENTS
Contract Year: 2005

Contract No.:	CK
Amendment No.:	
Modification No.:	

AGENCY NAME:

Prog. Categories	District	Status	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
		In-Crisis													
		Vulnerable													
	District Total														
Sub-Total of Program Category															
Total All Categories		1st													
		2nd													
		3rd													
		4th													
		5th													
Grand Total															

Programmed By: Nghia (Jimmy) Phan

STATEMENT OF WORK
PROJECTED UNDUPLICATED *CLIENT* OUTCOMES

Minimum Required	
50% Growth Outcomes	10% - Thriving
	15% - Safe
	25% - Stable

Contract No.:	CK
Amendment No.:	
Modification No.:	

Agency:

Contract Year: 2005

Self-Sufficiency Baselines		Dist.	MONTHLY UNDUPLICATED CLIENT OUTCOMES												Total	Percent %
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Prog. Category:																
Growth-50% +	Thriving															
	Safe															
	Stable															
At-Risk	Vulnerable															
	In-Crisis															
	TOTAL															
Prog. Category:																
Growth-50% +	Thriving															
	Safe															
	Stable															
At-Risk	Vulnerable															
	In-Crisis															
	TOTAL															
Prog. Category:																
Growth-50% +	Thriving															
	Safe															
	Stable															
At-Risk	Vulnerable															
	In-Crisis															
	TOTAL															
Prog. Category:																
Growth-50% +	Thriving															
	Safe															
	Stable															
At-Risk	Vulnerable															
	In-Crisis															
	TOTAL															
Total of all Categories																
Growth-50% +	Thriving															
	Safe															
	Stable															
At-Risk	Vulnerable															
	In-Crisis															
	Grand Total															

Note: If additional pages are needed, please number 5a, 5b, etc.

STATEMENT OF WORK
FAMILY DEVELOPMENT MATRIX
Contract Year: 2005

Contract No.:	**CK**
Amendment No.:	
Modification No.:	

Agency Name:

PROGRAM CATEGORY:

Benchmarks	Use STATE defined "Standard Indicator" and only those documented by your program
Thriving	
Safe	
Stable	
Vulnerable	
In-crisis	

Use separate page for each program category: employment, education, housing, emergency services, nutrition, linkages program, health, income management, and number the additional pages 6-a, 6-b, etc.

NOTE: SAFETY-NET PROGRAM - fill out only the in-crisis and/or vulnerable benchmarks.

COUNTY OF LOS ANGELES / COMMUNITY AND SENIOR SERVICES
COMMUITY SERVICES BLOCK GRANT PROGRAM

STATEMENT OF WORK
NUMBER OF SERVICE UNITS
Contract Year: 2005

ATTACHMENT C
EXHIBIT "C"

Contract No.:	**CK**
Amendment No.:	
Modification No.:	

Agency Name:

PROGRAM CATEGORY	SERVICES CATEGORY	District	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
None															
		District Total													
ALL PROGRAM CATEGORY TOTAL		1													
		2													
		3													
		4													
		5													
GRAND TOTAL															

Programmed By: Nghia (Jimmy) Phan

ATTACHMENT C

Contract Year: 2005

CSBG PROGRAM CATEGORIES AND SERVICE CATEGORIES

	PROGRAM CATEGORIES	SERVICES CATEGORIES
1	EMPLOYMENT	Job Counseling and Search
		Job Placement/ Obtained Employment
2	EDUCATION: YOUTH / ADULT	Youth Education
		Adult Education
		GED (Youth/Adult)
		Vocational Training
		Post Secondary / Vocational
3	HOUSING	Shelter
		Substandard Housing
		Transitional Housing
		Obtained Home Ownership
4	EMERGENCY SERVICES	Improve Emergency Needs
		Reduction in Energy Burden
5	NUTRITION	Food / Nutrition
6	LINKAGES WITH OTHER PROGRAM	Transportation/Mobility
		Children involved in extracurricular activities
		Community Involvement
		Volunteer Activities
7	HEALTH	Family Relations/Parenting
		Social/Emotional Health
		General Health
8	INCOME MANAGEMENT	Income Management/Counseling and Training

COUNTY OF LOS ANGELES / COMMUNITY AND SENIOR SERVICES
COMMUNITY SERVICES BLOCK GRANT PROGRAM

ATTACHMENT C

EXHIBIT "D"

PERSONNEL JUSTIFICATION

Contract Year: 2005

District: _____

Contract No.:	CK
Amendment No.:	
Modification No.:	

Agency

Project Title: _____

PROJECT PERSONNEL BUDGET

(A) No. of Person	(B) Position / Title / Name	(C) Actual Monthly Salary/ Hourly Rates	(D) % of time employee on the Project	(E) Months/ Hours To be employed	(F) Total Project Cost (A) x (C) x (D) x (E)	(G) Program Funded Portion	Agency's Match (H) Cash	Agency's Match (I) In Kind
			SUB-TOTAL SALARIES					
4. FRINGE BENEFITS:			**F.I.C.A (7.65%)**					
			Workman's Comp.					
			S.U.I.					
			Health & Welfare					
					Sub-Total Fringe Benefits			
					TOTAL OF ALL PERSONNEL COSTS			

*NOTE: agency funded more than one district, only prepare a combine one for all districts.

COUNTY OF LOS ANELES / COMMUNITY AND SENIOR SERVICES
COMMUNITY SERVICES BLOCK GRANT PROGRAM

ATTACHMENT C

EXHIBIT "D"

BUDGET JUSTIFICATION

Contract Year: 2005

Contract No.:	**CK**
Amendment No.:	
Modification No.:	

Agency Name:

DESCRIPTION OF ITEM AND BASIS FOR ITS VALUATION	CSBG SHARE (1)	AGENCY'S MATCH Cash (2)	AGENCY'S MATCH In-Kind (3)	TOTAL (1+2+3)
PERSONNEL COST: (Total From Page 1 of Exhibit D)				
CONSULTANTS:				
TRAVEL:				
SPACE:				
CONSUM/SUPPLIES:				
EQUIP. PURCHASES:				
EQUIP. RENT/LEASE:				
OTHER:				
GRAND TOTALS:	$ -	$ -	$ -	$ -

*NOTE: agency funded more than one district, only prepare a combine one for all districts.

COUNTY OF LOS ANGELES / COMMUNITY AND SENIOR SERVICES
COMMUNITY SERVICES BLOCK GRANT PROGRAMS

ATTACHMENT C

EXHIBIT "D"
Page 3 of 3

PROGRAM AND COST CATEGORIES BUDGETS

Contract Year: 2005

Contract No.:	CK
Amendment No.:	
Modification No.:	

Agency Name:

Project Title:

1. TYPE OF ENTITY (Check or circle one) ☐ COUNTY DEPARTMENT ☐ PUBLIC BODY ☐ PRIVATE/NON-PROFIT

3. BUDGET Cost Category	2005 CSBG Program Funds (this contract only)						AGENCY'S MATCH		D. Total Project Cost (A+B+C)
	1st SD	2nd SD	3rd SD	4th SD	5th SD	A. Total All Districts	B. Cash	C. In Kind	
1. Personnel									
2. Consultants									
3. Travel									
4. Space									
5. Consum/Suplies									
6. Equip. Purchase									
7. Equip. Rent/Lease									
8. Other:									
9. Total Costs									

*NOTE: agency funded more than one district, only prepare a combine one for all districts.

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

COMMUNITY SERVICES BLOCK GRANT (CSBG) BULLETIN

DATE: 08-16-04	NUMBER: 04 - 17	PAGE: 1 OF 2
EFFECTIVE DATE: August 16, 2004		
SUBJECT: **CSBG YEAR 2004 PERFORMANCE RATING**		

Dear Agency/Program Director:

The year 2005 funding recommendations for currently funded CSBG agencies will be based on your agency's performance during the first eight months of your 2004 contract. The performance evaluation will be determined by the number of unduplicated clients served, number of services provided to eligible clients, and the growth outcomes except safety net. This evaluation also considers the monitoring review of contract compliance for the 8-month period.

The final percentage is the average percentage of the client, service and outcome. The performance formula is defined as follows:

1. A performance rating of "A" means the agency's performance is over 100%, the agency may be considered for funding recommendation that exceeds their current funding level. Which is dependent upon availability of funds.

2. A performance rating of "B" means the agency's performance is between 85% to 99%, the agency will be recommended for no more than their current funding level.

3. A performance rating of "C" means the agency's performance is from 70% to 84%, the agency may be recommended for a reduced level of funding equal to the percentage of performance attained.

4. A performance rating of "D" means the agency's performance is below 70%, the agency will not be recommended for funding.

It is important that all CSBG agencies strive to meet the contract goals and submit the August 2004 reports on or before the due date, September 10, 2004. The Performance Rating will be computed based on the planned numbers of clients, services and outcomes from January through August 2004 versus the actual numbers of clients, services and outcomes from the most current reports on file as of September 10, 2004. Therefore, it is imperative to submit all monthly reports on time, including the August 2004 Report.

In addition to the regular monthly reports, agency must also submit an Outcome Report on the enclosed form.

Please feel free to contact your assigned Program Specialist if you have any questions.

May Kingi, Chief
Community Services Division

MK:tn

Enclosure

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

_____	_____
Organization	Date
_____	_____
Name and Title	Signature

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

Applicant Organization _____

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The *regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160*119211).

(1) The prospective primary participant (i.e., grantee) certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction: violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal State, or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, State, or local) terminated for cause of default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
TYPED OR PRINTED NAME OF AUTHORIZING SIGNATURE	
APPLICANT ORGANIZATION	DATE SUBMITTED

DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to the State of California, Government Code, Section #8355 ff, the Contractor hereby certifies that:

1. Contractor agrees to the incorporation of this Certification into the Welfare-to-Work Contract and certifies that the Contractor will provide all participants and employees a drug-free workplace, pursuant to Government Code Section #8355 ff of the State of California, by doing all of the following:

    1. Publishing a Statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

    2. Establishing a drug awareness program to inform employees about the dangers of drugs and the types of help available to drug abusers.

2. Contractor further understands that, pursuant to the State of California, Government Code Section #8355 ff, payments to Contractor under this Contract may be suspended and/or terminated if the County determines that any of the following has occurred:

    1. Contractor has made a false certification under the State of California, Government Code Section #8355 ff.

    2. Contractor has violated the Certification by failing to carry out the requirements of this Certification.

3. This Certification shall not be construed to require the Contractor to ensure that other business with which it conducts normal business intercourse, also provide drug-free workplaces.

SIGNATURE	AGENCY NAME (TYPE)
SIGNATORY'S NAME (TYPE)	DATE

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of Any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization		State
Authorized Signature	Title	Date

REQUIRED FORMS

COUNTY 0FLOS ANGLES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, 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 proposer 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). 1 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.

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:

ATTACHMENT C
EXHIBIT F

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angles 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 submit certifications of Program compliance to the soliciting County department along with their proposals. (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 Proposal) , 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 Proposal or proposal) _____, a California non-profit corporation 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
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
Fax: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

Attachment C
Exhibit F

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, serves 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.

_____
Contractors Name

_____
Executive Director

_____
Signature

NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW FACT SHEET CERTIFICATION

To ensure County contractors and contract employees including any subcontractors, are aware of the Newborn Abandonment Law (The Safely Surrendered Baby Law) that permits a parent to safely surrendered a newborn baby, at designated sites, without fear of prosecution, so that no baby in Los Angeles County is discarded or abandoned.

REFERENCE

June 4, 2002, Board Order adopting the Children's Planning Council's "Recommendations for More Effectively Implementing the Newborn Abandonment Law' Synopsis 116

August 1, 2002 joint memorandum form the Director of Internal Services and County Counsel to Each Supervisor, "Safe Haven Task Force Report Recommendation No. 11"

POLICY

All new and renewed County contracts shall stipulate that each staff person in that contract organization, including any subcontractors, be provided information about the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

All solicitations shall include the following standard language:

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 Appendix____(title) of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

All contracts shall include the following two standard provisions:

NOTICE TO EMPLOYEES REGARDING THE 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___(title) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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.

SIGNATURE	AGENCY NAME (TYPE)
SUGBATORY'S NAME (TYPE)	DATE

Attachment D

Contract # _____
Amendment # _____

COUNTY OF LOS ANGELES
CONTRACT AMENDMENTS
COMMUNITY SERVICES BLOCK GRANT PROGRAM

This Amendment is made and entered into this ____ day of _____, 200__, by and between the County of Los Angeles, hereinafter referred to as the "County" by and through its Department of Community and Senior Services, hereinafter referred to as "CSS", and _____, hereinafter referred to as the "Contractor".

PREAMBLE

WHEREAS, the parties hereto have previously entered into a Contract on _____ _____ for an amount not to exceed $ _____ to provide services that promote new economic opportunities for low-income families and individuals.

WHEREAS, CSS has been delegated authority to increase or decrease contract amounts based on contractor's performance and availability of funding provided that the amount of change does not exceed _____% of the original amount; and

WHEREAS, the County has determined that Contractor is currently performing in a manner which indicates its ability to effectively provide the necessary additional services, and that funding to continue such services is currently available; and

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

NOW THEREFORE, the parties hereto agree as follows:

I. **Subsection (a) of SECTION 1. APPLICABLE 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) Statement of Work (Exhibit C)

(2) Budget (Exhibit D)

II. **SECTION 3. COUNTY FISCAL OBLIGATION** is amended in its entirety as follows:

(1) The County agrees to reimburse the Contractor for eligible expenditures identified in the Budget (Exhibit D) incurred during the contract period in providing services to eligible clients identified in the Statement of Work (Exhibit C), and in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____ dollars

($_____.00) during the term of this Contract.

III. **SECTION 5. TERM** is amended in its entirety to read as follows:

The term of this Contract shall commence on _____, 200__ and terminate no later than _____, 200__, except as otherwise provided in this Contract.

IV. Except as expressly modified by this Amendment, the unaffected terms and conditions of the original contract and previous amendment if any 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, have caused this Amendment to be executed on their behalf by their duly authorized representative. The person signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By: _____
Cynthia Banks, Chief Deputy Director
Community & Senior Services

Approved as to Form:

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

CONTRACTOR

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Title)

ATTACHMENT E

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants $100,000 or More

Department: COMMUNITY AND SENIOR SERVICES

Grant Project Title and Description
Acceptance of Grant Funds and Approval of Funding Recommendations for 2005 Community Services Block Grant

Funding Agency	**Program (Fed. Grant #/State Bill or Code #)**	**Grant Acceptance Deadline**
Department of Community Services and Development	Community Services Block Grant	Accepted October 21, by Community Action Board

Total Amount of Grant Funding: $6,554,321 **County Match Requirements:** N/A
Grant Period: 2005 **Begin Date:** 1/1/05 **End. Date:** 12/30/05
Number of Personnel Hired Under This Grant: 21 **Full Time:** 20 **Part Time** 1

Obligations imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes x No __

Will all personnel hired for this program be placed on temporary ("N") items? Yes__No x

Is the County obligated to continue this program after the grant expires? Yes __No x

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes__ No_x

b). Identify other revenue sources Yes__No_x

(Describe)_____ ____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes x No __

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above: One Time Only

Department Head Signature Cynthia D. Banks Date 11-30-04

Senette-Holt, Pat

To: submit@bos.co.la.ca.us

Subject: CSS SUBMITS TO FILE FOR DECEMBER 7 AGENDA REVISED BOARD LETTER: "AUTHORIZATION TO ACCEPT GRANT FUNDS AND APPROVAL OF FUNDING RECOMMENDATIONS FOR THE 2005 CSBG PROGRAM

IVONNE,

CSS is submitting to file the attached Revised Board Letter: "AUTHORIZATION TO ACCEPT FUNDS AND APPROVAL OF FUNDING RECOMMENDATIONS FOR THE 2005 COMMUNITY SERVICES BLOCK GRANT PROGRAM" **for the December 7, 2004 Board Agenda.**

The hard copy will be filed tomorrow by 9:00 a.m.

Contact me or La Shwanda Rogers at (213) 738-3263 if you have any questions.

Patricia S. Holt

Acting Executive Assistant
Board & Media Liaison
Community and Senior Services
County of Los Angeles
3175 W. 6th Street, Suite 400
Los Angeles, CA. 90020
(213) 738-2065 Office
(213) 280-4144 Cell
(213) 427-6104 Fax
psenette@co.la.ca.us