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
Director

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

June 20, 2006

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

Dear Supervisors:

APPROVAL TO ALLOCATE FUNDS AND AMENDMENTS TO EXTEND THE CALIFORNIA WORK OPPORTUNITIES AND RESPONSIBILITY TO KIDS (CalWORKs) DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM FOR FISCAL YEAR (FY) 2006-07 (ALL DISTRICTS) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve funding allocations for the continued provision of the CalWORKs Domestic Violence Supportive Services Program in the amount of $6,600,000, of which $5,940,000 will be used for currently funded service providers and $660,000 will be used for Community and Senior Services (CSS) administrative costs, as indicated on Attachment I for a month-to-month contract extension, not to exceed a period of six (6) months, beginning July 1, 2006 through December 30, 2006.

2. Delegate authority to the Director of CSS, or designee, to execute contracts, in substantially similar form to Attachment II, with the 41 service providers indicated on Attachment I in the amounts indicated for the continued provision of CalWORKs Domestic Violence Supportive Services program on a month-to-month basis not to exceed six (6) months, effective July 1, 2006 through December 30, 2006. County Counsel has reviewed the contract template and has approved its use for these contacts. County Counsel will approve each contract as to form prior to execution.

3. Delegate authority to the Director of CSS, or designee, to execute contract amendments to increase or decrease original contract amounts based on contractor performance and availability of funding and provided that: (a) the

amount of change does not exceed 10% of the original contract amount; (b) approvals of County Counsel, the Chief Administrative Office (CAO), and Department of Public Social Services (DPSS) are obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors, the CAO, and DPSS within 30 days after execution that such amendments have been executed. 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

This is the third-year of the three-year funding cycle. Pursuant to the State Regulations, Management and Office Procedures Purchase of Services, Section 23-621, Contracts Periods, CSS is required to release an RFP every three years. This program operates through funding from the State, which limits contracts to a 3-year funding cycle. CSS has received approval from the California Department of Social Services (CDSS) to extend the CalWORKs Domestic Violence Program contracts for one year through FY 2006-07.

Currently, the service providers' contracts for the program will expire on June 30, 2006. An extension of these contracts is necessary to avoid any interruption of services while conducting a Request For Proposal (RFP) process. Due to the department's re-organization, we are requesting a six-month extension to complete the RFP process.

The recommended actions will enable CSS to continue operation of the CalWORKs Domestic Violence Supportive Services program for FY 2006-07. This program provides case management, counseling, emergency and transitional shelter, legal and other services to CalWORKs participants and assists them in overcoming barriers to employment and move toward self-sufficiency.

Performance Measures

The CalWORKs Domestic Violence Supportive Services Program performance evaluation is aligned with the County's Performance Counts! Initiative. The standard of performance measurement for program effectiveness is indicated by clients achieving one of the following positive outcomes:

- A safe and stable environment, emotionally and physically, to access supportive services;
- Identification and utilization of community resources to achieve self-sufficiency;
- Accessing educational and work-related activities to prepare for workforce readiness.

The department will assess the agencies' performance through its analysis of monitoring reports produced by the CSS Domestic Violence Unit.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal #1 Service Excellence by providing the public with easy access to quality information and services that are both beneficial and responsive; and Goal #5: Children and Families' Well-Being, by improving the well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The cost for the CalWORKs Domestic Violence Supportive Services program extension for a period not to exceed six months total $6,600,000, of which $5,940,000 will be used for the 41 service providers listed on Attachment I in the amounts indicated and $660,000 will be used for CSS administrative costs. The CalWORKs Domestic Violence Supportive Services Program is financed by CalWORKs Single Allocation funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CSS conducted an open competitive Request for Proposal (RFP) process in July 2003. The CalWORKs domestic violence service providers listed on Attachment I were selected as a result of the RFP issued.

This is the third year of the three-year cycle. CSS will release an RFP in August 2006 to solicit applicant agencies to provide domestic violence services for another three-year funding cycle for the period January 1, 2007 through June 30, 2010, pursuant to the State Regulation, Management and Office Procedures Purchase of Services Section 23-621, Contracts Periods. As this program operates through funding from the State, which limits contracts to a 3-year funding cycle, CSS obtained approval from the CDSS to extend the contracts with the current providers for an additional one-year period, July 1, 2006 through June 30, 2007.

On June 24, 2005, your Board approved CalWORKs Domestic Violence Supportive Services Program funding allocations for the period July 1, 2005 through June 30, 2006, subject to agency performance, availability of funds, and community needs. All agencies recommended for funding with this action have been performing at or above contractual requirements.

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide CalWORKs Domestic Violence Supportive Services to CalWORKs participants. The MOU may be renewed for successive FY periods by executing an amendment and with the consent of the Directors of DPSS and CSS. The extension shall be contingent upon an acceptable level of performance as

evidenced in DPSS monitoring of the MOU or unless terminated as provided herein. The MOU may be terminated, contingent upon availability of funds, and there is no impact on County general funds. The CAO and DPSS have reviewed and concur with the recommended actions.

CONTRACTNG PROCESS

All agencies being recommended for funding were successful in the RFP process conducted by CSS in July 2003. A total of 41 agencies, listed in Attachment I, are being recommended for funding with this action.

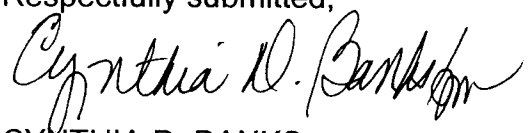
Monitoring Requirement

CSS will ensure that all approved contractors are monitored relative to contract compliance and administration and programmatic and fiscal requirements. The contracting method that will be used for the CalWORKs Domestic Violence Supportive Services Program is a performance-based, fee-for-services contract and all providers are required to submit outcome measures associated with the completion of tasks in the Statement of Work. Service providers will be monitored quarterly for programmatic contract compliance through the CSS Contract Compliance Division. Fiscal compliance monitoring is conducted bi-annually with a follow-up visit by an approved vendor procured through the Auditor-Controller.

IMPACT ON CURRENT SERVICES

Continuation of the CalWORKs Domestic Violence Supportive Services Program will allow agencies to provide domestic violence supportive services to CalWORKs participants and their children, enabling them to overcome barriers to employment and ultimately achieve self-sufficiency.

Respectfully submitted,



CYNTHIA D. BANKS
Director

CB:CD:cf

Attachments (2)

c: David E. Janssen
Raymond G. Fortner, Jr.
Sachi A. Hamai
J. Tyler McCauley
Bryce Yokomizo

Attachment I

CalWORKs Domestic Violence Supportive Services Program
FY 2006-07 Contract Extension Funding Recommendations

	Name of Agency	FY 05-06 Funded Amount	FY 06-07 6-Month Contract Amount
1	1736 Family Crisis Center	$ 898,333	$ 449,166
2	Akila Concepts, Inc.	$ 108,000	$ 54,000
3	Antelope Valley Domestic Violence Council	$ 420,000	$ 210,000
4	Asian-Pacific American Legal Center of Southern California	$ 133,333	$ 66,666
5	Bienvenidos Children's Center, Inc.	$ 167,670	$ 83,838
6	Cambodia Association of America	$ 80,000	$ 40,000
7	Center for the Pacific-Asian Family, Inc.	$ 140,000	$ 70,000
8	Chicana Service Action Center, Inc.	$ 836,670	$ 418,335
9	Children's Institute International	$ 145,000	$ 72,500
10	Community Counseling Service of Los Angeles/Amanecer	$ 293,333	$ 146,666
11	Community Legal Service	$ 505,970	$ 252,984
12	Domestic Abuse Center	$ 80,000	$ 40,000
13	East Los Angeles Women's Center	$ 154,950	$ 77,475
14	Foothill Family Service	$ 306,000	$ 153,000
15	Harriet Buhai Center for Family Law	$ 220,000	$ 110,000
16	Haven Hills, Inc.	$ 186,433	$ 93,216
17	Helpline Youth Counseling, Inc.	$ 140,000	$ 70,000
18	House of Ruth, Inc.	$ 279,000	$ 139,500
19	Human Services Association	$ 335,333	$ 167,666
20	Institute for Multicultural Counseling & Education Services (IMCES)	$ 375,000	$ 187,500
21	Interval House	$ 124,500	$ 62,250
22	Jenesse Center, Inc.	$ 468,333	$ 234,166
23	Jewish Family Service of Los Angeles	$ 140,000	$ 70,000
24	Legal Aid Foundation of Los Angeles	$ 616,664	$ 308,332
25	Los Angeles Center for Law and Justice	$ 339,633	$ 169,816
26	National Council on Alcohol and Drug Dependence - Long Beach	$ 280,000	$ 140,000
27	Neighborhood Legal Services of Los Angeles	$ 460,000	$ 230,000
28	Ocean Park Community Center-(OPCC)	$ 80,000	$ 40,000
29	Peace and Joy Care Center	$ 359,533	$ 179,766
30	Project: PeaceMakers, Inc.	$ 247,725	$ 123,862
31	Prototypes	$ 576,000	$ 288,000
32	Rainbow Services, Ltd.	$ 180,000	$ 90,000
33	San Fernando Valley Community Mental Health Center, Inc.	$ 180,000	$ 90,000
34	San Pedro Community Legal Services	$ 143,000	$ 71,500
35	Santa Anita Family Service	$ 240,000	$ 120,000
36	Southern California Alcohol & Drug Programs, Inc.	$ 163,333	$ 81,666
37	Su Casa Domestic Abuse Center	$ 96,600	$ 48,300
38	Women's & Children's Crisis Shelter, Inc.	$ 230,000	$ 115,000
39	Women Shelter of Long Beach	$ 430,784	$ 215,392
40	YWCA of Glendale Domestic Violence Project	$ 337,670	$ 168,835
41	YWCA of San Gabriel Valley - WINGS	$ 381,200	$ 190,600
	TOTAL	**$ 11,880,000**	**$5,940,000**

ATTACHMENT II

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NAME OF CONTRACTOR

For CALWORKS DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM

Department of Community and Senior Services (DCSS)
Contracts Management Division
3175 West Sixth Street
Los Angeles, California 90020

July 2006

DEPARTMENT OF COMMUNITY AND SENIOR SERVICES
CALWORKS DOMESTIC VIOLENCE SUPPORTIVE SERVICE PROGRAM

TABLE OF CONTENTS

Section Number and Title		Page
RECITALS		1
PART I: UNIQUE TERMS AND CONDITIONS		
1.0	APPLICABLE DOCUMENTS AND DEFINED TERMS	1
2.0	TERM AND TERMINATION	4
3.0	CONTRACT SUM	4
4.0	INSURANCE REQUIREMENTS	5
5.0	INVOICES AND PAYMENTS	10
6.0	NOTICES	14
7.0	CONFIDENTIALITY	14
8.0	HIPPA	16
9.0	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM	16
10.0	JOINT FUNDING REVENUE DISCLOSURE	17
PART II: STANDARD TERMS AND CONDITIONS		
1.0	ADMINISTRATION OF CONTRACT – CONTRACTOR	18
2.0	ADMINISTRATION OF CONTRACT – COUNTY	19
3.0	AMERICANS WITH DISABILITIES ACT (ADA)	20
4.0	ASSIGNMENT BY CONTRACTOR	20
5.0	AUTHORIZATION WARRANTY	21
6.0	BUDGET AMENDMENT	21
7.0	BUDGET MODIFICATIONS	22
8.0	BUDGET REDUCTIONS	22
9.0	CHILD ABUSE PREVENTION REPORTING	23
10.0	CHILD SUPPORT COMPLIANCE PROGRAM	23
11.0	COMPLAINTS	24
12.0	COMPLIANCE WITH APPLICABLE LAWS	25
13.0	COMPLIANCE WITH CIVIL RIGHTS LAWS	26
14.0	COMPLIANCE WITH JURY SERVICE PROGRAM	26
15.0	CONDUCT OF PROGRAM	28
16.0	CONFLICT OF INTEREST	28
17.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT	29
18.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	29
19.0	CONTRACT ACCOUNTING AND FINANCIAL REPORTING	29

Section Number and Title | Page

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT 30
21.0 CONTRACTOR'S CHARTABLE ACTIVITIES COMPLIANCE 32
22.0 CONTRACTOR'S WORK 32
23.0 COUNTY'S QUALITY ASSURANCE PLAN 32
24.0 CRIMINAL CLEARANCES 32
25.0 DISALLOWED COSTS 33
26.0 EMPLOYEE BENEFITS AND TAXES 33
27.0 EMPLOYMENT ELIGIBILITY VERIFICATION 33
28.0 EVENTS OF DEFAULT 34
29.0 FAIR LABOR STANDARDS 35
30.0 FIXED ASSETS 35
31.0 GOVERNING LAW, JURISDICTION, AND VENUE 35
32.0 INDEMNIFICATION 35
33.0 INDEPENDENT CONTRACTOR STATUS 36
34.0 LIQUIDATED DAMAGES 36
35.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN 37
36.0 MOST FAVORED PUBLIC ENTITY 37
37.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION 38
38.0 NON EXCLUSIVITY 39
39.0 NOTICE OF DELAYS 39
40.0 NOTICE OF DISPUTE 39
41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 39
42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION 40
43.0 PROPRIETARY RIGHTS 40
44.0 PUBLIC RECORDS ACT 41
45.0 PUBLICITY 41
46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 42
47.0 RECYCLED-CONTENT PAPER 43
48.0 SAFELY SURRENDERED BABY LAW 43
49.0 SUBCONTRACTING 44
50.0 TERMINATION FOR CONTRACTOR'S DEFAULT 46
51.0 TERMINATION FOR CONVENIENCE 47
52.0 TERMINATION FOR IMPROPER CONSIDERATION 48
53.0 TERMINATION FOR INSOLVENCY 49
54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE 49
55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS 49
56.0 TERMINATION OF PROGRAM OR MODIFICATION 50
57.0 USE OF FUNDS 50
58.0 VALIDITY 50
59.0 WAIVER 50
60.0 WARRANTY AGAINST CONTINGENT FEES 50

EXHIBIT A	Mandated Program Requirements	
EXHIBIT B	Statement of Work	
EXHIBIT C:	Budget	
EXHIBIT D:	Pricing Schedule	
EXHIBIT E	Performance Requirements Summary (PRS) Chart	
EXHIBIT F:	**ATTACHMENTS:**	
	Attachment I	CONTRACTOR's Administration
	Attachment II	COUNTY'S Administration
	Attachment III	Charitable Contributions Certification
	Attachment IV	Internal Revenue Notice 1015
	Attachment V	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
	Attachment VI	Safely Surrendered Baby Law Fact Sheet
	Attachment VII	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
	Attachment VIII	CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement
	Attachment IX	CONTRACTOR'S Non-Employee Acknowledgement and Confidentiality Agreement
	Attachment X	Auditor-Controller Contract Accounting and Administration Handbook
	Attachment XI	User Complaint Report (UCR)
	Attachment XII	Cost Allocation
	Attachment XIII	Joint Revenue Disclosure
	Attachment XIV	CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

Attachment XV Program Purchase Inventory

EXHIBIT F: ATTACHMENTS, cont.

Attachment XVI Inventory Control Form

Attachment XVII Inventory Disposal and Salvage Policies and Procedures

Contract Number: _____

COUNTY OF LOS ANGELES
CALWORKS DOMESTIC VIOLENCE SUPPORTIVE SERVICE PROGRAM

This Contract is made and entered into this **1st** day of **July 2006**, by and between the County of Los Angeles hereinafter referred to as "COUNTY" and **NAME OF CONTRACTOR,** located at **ADDRESS OF CONTRACTOR** hereinafter referred to as "CONTRACTOR" for a period not to exceed six months, or **December 2006.**

RECITALS

WHEREAS, the COUNTY has created a CalWORKs Domestic Violence Supportive Service Program pursuant to Section 11322.6 of the California Welfare and Institutions Code, hereinafter referred to as "Program."

WHEREAS, the COUNTY has authority to provide domestic violence services pursuant to Assembly Bill (AB) 1542, Chapter 270, Statues of 1977 All County Information Notice I-51-97.

WHEREAS, on_____, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing case management, counseling, emergency and transitional shelter, legal and other services to CalWORKs participants and assists them in overcoming barriers to employment and move toward self-sufficiency; and

WHEREAS, CONTRACTOR desires to participate in said Program and has warranted its qualification to provide services set forth in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 6.0, "Budget Amendment" and signed by both parties.

1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVII set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Mandated Program Requirements, Statement of Work according to the following priority:

Attachment I.	CONTRACTOR'S Administration
Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	Internal Revenue Notice 1015
Attachment V.	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII.	CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement
Attachment IX.	CONTRACTOR'S Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI.	User Complaint Report (UCR)
Attachment XII.	Cost Allocation
Attachment XIII.	Joint Revenue Funding Disclosure

Attachment XIV. Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

Attachment XV. Program Purchase Inventory

Attachment XVI. Inventory Control Form

Attachment XVII. Inventory Disposal and Salvage Policies and Procedures

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit B.

B. "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Exhibit A, Mandated Program Requirements, and Exhibit B, Statement of Work.

C. "COUNTY's Contracts Management Manager" (CMM): COUNTY representative responsible for daily management of programmatic operations.

D. "COUNTY's Contracts Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

E. "Day" or "Days": Calendar day(s) unless otherwise specified.

F. "DCSS": COUNTY's Department of Community and Senior Services

G. "Director": COUNTY's Director of Community and Senior Services or her authorized designee.

H. "Fiscal Year(s)": The twelve (12) month period beginning July 1st and ending the following June 30th.

I. "Program": The work to be performed by CONTRACTOR as defined in Exhibit A, Mandated Program Requirements, and Exhibit B, Statement of Work.

J. "Subcontract": A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM AND TERMINATION

2.1 The term of this Contract shall commence on July 1, 2006 and shall continue through June 30, 2007, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2.2 Such option and extension shall be exercised at the sole discretion of the Director, provided that approval of County's Chief Administrative Office (CAO) is obtained prior to any such extension.

2.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 6.0, Notices, of this Contract.

3.0 CONTRACT SUM

3.1 COUNTY and CONTRACTOR agree that this is a **fee for services Contract based on a firm fixed price**. During the term of this Contract, COUNTY shall compensate CONTRACTOR on a fee for services basis for supplying the services set forth in Exhibit A, Mandated Program Requirements at the rate of compensation set forth in Exhibit B, Statement of Work.

3.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

3.3 The total amount payable under this Contract is (enter alpha dollar amount. For example: "One Million, Five Hundred Ninety Thousand, Six Hundred Thirty-Two" Dollars ($(enter numerical dollar amount. For example: "1,590,632"), hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for each of the

contract years shall not exceed (enter alpha dollar amount. For example: "Four Million, Seven Hundred Seventy One Thousand, Eight Hundred Ninety-Six" Dollars ($(enter numerical dollar amount. For example: "4,771,896"), hereinafter referred to as "Maximum Annual Contract Sum".

3.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 6.0, Notices, of this Contract.

3.5 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, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit C, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 6.0, Budget Amendment, hereof, CONTRACTOR shall prepare and submit an amended Budget.

3.7 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

4.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Department of Community and Senior Services
Contracts Management Division
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

Such certificates or other evidence shall:

4.1.1.1 Specifically identify this Contract;

4.1.1.2 Clearly evidence all coverage required in this Contract;

4.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;

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

4.1.3 Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of 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 of California.

4.1.4 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.

4.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

4.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

4.1.6.1 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 the CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

4.1.6.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

4.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY's **Contract Compliance Manager**.

4.1.6.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

4.1.7 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, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

4.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

4.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

4.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

4.2 Insurance Coverage Requirements:

4.2.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

4.2.2 Automobile Liability insurance written on Insurance Service Organization (ISO) policy form CA 00 01 or its equivalent with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the 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, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million

Disease – each employee: $1 million

4.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

4.2.5 Crime Coverage insurance in the amount not less than Fifty thousand dollars (500,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall have COUNTY as loss payee.

4.2.6 Property Coverage. Such insurance shall be endorsed naming COUNTY as an additional insured and shall include:

1. Real Property: All-risk coverage, excluding earthquake and flood for the replacement value and with a deductible no greater than five percent (5%) of replace value.

2. Personal Property: Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of the property.

Such policies shall be primary to in all instances and not contributing with any other insurance maintained by the COUNTY and shall name COUNTY as an additional insured.

4.2.7 SPARTA Paper (Assists Potential Contractors to Obtain Insurance). A COUNTY program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTORs in obtaining affordable liability insurance. The COUNTY's insurance broker, Municipality Insurance Services, Inc., administers the SPARTA Program. For additional information, CONTRACTOR may call (800) 420-0555 or contact them through e-mail address: carol@web2wise.com.

Except as expressly provided herein, the remaining terms and conditions shall continue to be enforceable and binding on the CONTRACTOR.

5.0 INVOICES AND PAYMENTS

5.1 The CONTRACTOR shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this CONTRACT. The CONTRACTOR'S payments shall be as provided in Exhibit D, Pricing Schedule, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.

5.2 CONTRACTOR's invoices shall be priced in accordance with Exhibit D, Pricing Schedule.

5.3 The CONTRACTOR's invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, and Exhibit B, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4 CONTRACTOR shall submit monthly invoices to COUNTY no later than the 10th calendar day of the month following the month of service, an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

5.5 All invoices under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original and duplicate invoices to:

County of Los Angeles
Department of Community and Senior Services
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

5.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY's Contract Management Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.

5.7 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative Contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and Contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html

5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

5.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments

received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Finance Officer, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.12 For work performed in accordance with the terms of this Contract as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit C, Budget, and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).

5.13 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) Days at COUNTY's sole discretion as long as sufficient funds remain available under this Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit C, Budget.

5.14 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, (enter the appropriate Circular Number) CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html

5.15 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

5.16 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

5.17 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.18 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.19 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, **ENTER APPROPRIATE CIRCULAR NUMBER** CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html

5.20 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) Days of the last day of the previous month but may be received later than thirty (30) Days at COUNTY's sole discretion, as long as sufficient funds remain available under this Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit C, Budget.

CONTRACTOR shall submit the original monthly invoice to:

County of Los Angeles
Department of Community and Senior Services
Attention: Program Accounting
3175 West Sixth Street, Box 11
Los Angeles, California 90020

5.21 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default

under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

5.22 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

5.23 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.24 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

6.0 NOTICES

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

7.0 CONFIDENTIALITY

7.1 CONTRACTOR shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or 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 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 my 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.

7.2 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.

7.3 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 a State agency/department strictly confidential, and make the information available to its own employees on a "need-to-know" basis, as specifically authorized in the 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 irretrievable 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.

7.4 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit F, Attachment IX, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement".

7.5 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

7.6 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers

(including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

7.7 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, to the extent CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit F, Attachment XIV, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit F, Attachment XIV, CONTRACTOR's Obligations Under HIPAA.

9.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which

by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

9.4.1. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

9.4.2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

9.4.3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

9.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

10.0 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Contract, CONTRACTOR certifies as set forth in Attachment XIII, 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, City or County 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.

PART II.

County of Los Angeles Department of Community and Senior Services

STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in CONTRACTOR's Administration, Attachment I. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's CMM and CCM on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

1.3 CONTRACTOR's Staff Identification

1.3.1 CONTRACTOR shall provide all 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.

1.3.2 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.

1.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy

the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

1.4 Background and Security Investigations.

1.4.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

1.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

1.4.3 COUNTY may immediately (at the sole discretion of the COUNTY), deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.

1.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 1.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit F, Attachment II, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's DCSS Director

Responsibilities of the COUNTY's DCSS Director include:

- ensuring that the objectives of this Contract are met;

- making changes in the terms and conditions of this Contract in accordance with Part II, Section 6.0, Budget Amendment; and

- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

2.2 COUNTY's Contract Management (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

The responsibilities of the COUNTY's CMM include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's CMM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Compliance Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT BY CONTRACTOR

(a) The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any

payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at the COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

(b) Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

(c) If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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.

6.0 BUDGET AMENDMENT

Any 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 amend this Contract in any way. COUNTY may make a unilateral amendment 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, amend the Contract accordingly.

7.0 BUDGET MODIFICATIONS

Any modification 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 this Contract in any way. 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.

7.1 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of twenty-five percent (25%) of the Maximum Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the twenty-five percent (25%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

County of Los Angeles,
Department of Community and Senior Services
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

8.0 BUDGET REDUCTIONS

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

9.0 CHILD ABUSE PREVENTION REPORTING

9.1 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

9.1.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

9.1.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect. We are not sure who establishes the procedure and what do we do in this case. We need clarification whether this should be a standard language.

10.0 CHILD SUPPORT COMPLIANCE PROGRAM

10.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program

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

10.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's 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 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 10.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 50.0 Termination for CONTRACTOR's Default, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

11.0 COMPLAINTS

11.1 CONTRACTOR shall submit to the COUNTY at the time required contract documents are presented to CSS Compliance, CONTRACTOR'S 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 compliant/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.

11.2 At COUNTY'S request, CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of the COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.2.1 General Grievance Procedures

(a) CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user 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 complaints.

(b) If, at any time, the CONTRACTOR wishes to change their user complaint policy, the CONTRACTOR shall submit changes to the COUNTY.

(c) If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

(d) 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.

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

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

12.0 COMPLIANCE WITH APPLICABLE LAWS

(a) The CONTRACTOR certifies and agrees that it shall 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 the 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 requirement.

(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.

(c) The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

(1) California Welfare and Institutions Code (WIC);
(2) Social Security Act;

(3) State Energy and Efficiency Plan (Title 24, California Administrative Code);
(4) Clean Air Act (Section 306, 42 USC 1857 (h);
(5) Clean Water Act (Section 508, 33 USC 1368);
(6) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60);
(7) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15);
(8) California Welfare and Institutions (WIC) Code, Division 8.5, Chapters 1 -12, Section 9000 et seq.;
(9) California Code of Regulations (CCR), Title 22, Division 1.8, Section 7000 et seq.;
(10) United Stated (US) Code, Title 42, Chapter 35, Sections 3001 et seq.;
(11) Code of Federal Regulations (CFR), Title 45, Part 1321, Section 1321 et seq.;
(12) CFR, Title 20, Part 641

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit F, Attachment VII., Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

14.1 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, a copy of which is attached hereto as Exhibit F, Attachment V., and incorporated by reference into and made a part of this Contract.

14.1.1 Written Employee Jury Service Policy

14.1.1.1 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 (5) 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.

14.1.1.2 For purposes of this Section, "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 Fifty Thousand Dollars ($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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 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 this Contract, the Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.1.3 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 Jury Service 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 term of this 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.

14.1.1.4 CONTRACTOR's violation of this Section 14.0 of this Contract may constitute a material breach of this 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.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create

a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit F, Attachment X, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 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.

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

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

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

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

object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

20.6 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 Contractor Hearing Board.

20.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. <u>The Contractor Hearing Board shall present its proposed decision and recommendation 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 Contractor Hearing Board.</u>

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit F, Attachment III the County seeks to ensure that all COUNTY CONTRACTORs which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

22.0 CONTRACTOR'S WORK

22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit B, Statement of Work, and Exhibit A, Mandated Program Requirements.

22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S 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 conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected shall 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, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

24.0 CRIMINAL CLEARANCES

24.1 For the safety and welfare of the people served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with people in the course of their work, volunteer activity or performance of the

subcontract and shall maintain such records in the file of each such person.

24.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

24.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

25.0 DISALLOWED COSTS

The CONTRACTOR agrees to be bound by applicable COUNTY and/or Program disallowed cost procedures, rules and regulations, and to repay to the COUNTY for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, and regulations.

26.0 EMPLOYEE BENEFITS AND TAXES

26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently

exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

28.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of

discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

29.0 FAIR LABOR STANDARDS

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

30.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars ($5,000) or more, with a useful life of more than one year, see Attachment XV. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Attachment XVI, by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall abide by the policy set forth in Attachment XVII.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, 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.

33.0 INDEPENDENT CONTRACTOR STATUS

33.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

33.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

33.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

34.0 LIQUIDATED DAMAGES

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

34.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit E, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

34.3 The action noted in Sub-section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

34.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

35.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

36.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county,

municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

37.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

37.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit F, Attachment VII, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

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

37.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

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

37.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

37.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to suspend or terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

37.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

38.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal, or like goods and/or services from other entities or sources.

39.0 NOTICE OF DELAYS

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

40.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the 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 Services Notice 1015, attached hereto as Exhibit F, Attachment IV.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify

CONTRACTOR of any Public Records request for items described in Sub-section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 44.4 for:

43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 44.3;

43.5.2 Any materials, data and information covered under Sub-section 44.2; and

43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

44.0 PUBLIC RECORDS ACT

44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and

- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Subparagraph 45.0 shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by the CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Contract Compliance Manager within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 46.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

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

47.0 RECYCLED-CONTENT PAPER

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

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement 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.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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, Attachment VI of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY.** Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

49.2.1 A description of the work to be performed by the Subcontractor;

49.2.2 A draft copy of the proposed subcontract; and

49.2.3 Other pertinent information and/or certifications requested by the COUNTY.

49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

49.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

49.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The

CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

49.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:

49.7.1 An executed Exhibit F, Attachment VIII., "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 5.2, Insurance Coverage Requirements, of this Contract, and

49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

49.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.

49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

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

50.2 In the event COUNTY terminates this Contract in whole or in part as provided Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 50.0.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the

CONTRACTOR to meet the required performance schedule. As used in this Sub-section 50.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section 50.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 50.0 or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 51.0, Termination for Convenience.

50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 33.0, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section 50.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by

Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 46.0, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

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

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section 53.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of

the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 TERMINATION OF PROGRAM OR MODIFICATION

In the event the Program is terminated for any reason, the COUNTY may terminate this Contract without further liability for services yet to be rendered. Further, should the Program be modified so that funds are reduced and/or the scope of services are changed, the COUNTY may modify this Contract accordingly. Termination or modification pursuant to this section shall be effective on the date notice is posted to the CONTRACTOR.

57.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCSS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCCS, upon demand by COUNTY.

58.0 VALIDITY

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

59.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 59.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

60.0 WARRANTY AGAINST CONTINGENT FEES

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

60.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Department of Community and Senior Services

_____
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

_____
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Deputy County Counsel