COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 • (213) 487-0379 FAX

"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 JUNE 16, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

June 16, 2009

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

Dear Supervisors:

APPROVAL TO ACCEPT WORKFORCE INVESTMENT ACT (WIA) FUNDS AND EXECUTE CONTRACTS FOR THE FISCAL YEAR (FY) 2009-2010 WIA RAPID RESPONSE (RR) PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT

This Board Letter requests approval for Community and Senior Services (CSS) to take the following actions: 1) Authorize the Director or designee of CSS to accept $1,896,000 in WIA funding for the Rapid Response (RR) Program for FY 2009-2010 and future years from State Employment Development Department (EDD); 2) negotiate and execute contracts with three agencies to provide RR services; and 3) negotiate and execute contract amendments to extend the term of the contracts and increase or decrease contract amounts, contingent upon contractor performance and availability of funding. The RR program provides services to employers and their impacted employees affected by downsizings or layoffs by providing planning meetings, assessing layoff aversions strategies and conducting orientations about reemployment services available.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of CSS, or designee, to accept an estimated $1,896,000 for FY 2009-2010 for WIA RR funding from the State EDD and execute all required documents with EDD for the provision of RR services.

2. Authorize the Director of CSS, or designee, to accept future two-year WIA RR funds from EDD for delivery of WIA RR services effective July 1, 2010 through June 30, 2012.

3. Delegate authority to the Director of CSS, or designee, to negotiate and execute contracts with the three agencies listed on Attachment A, in substantially similar form to Attachment B, after County Counsel approval as to form, effective July 1, 2009 through June 30, 2012. The contract costs are fully financed using WIA RR and WIA RR ARRA funding.

4. Delegate authority to the Director of CSS, or designee, to negotiate and execute contract amendments to extend the term of the contracts for up to one year and increase or decrease contract amounts, contingent on contractor performance and availability of funding, after County Counsel approval as to form, provided that approvals of County Counsel and Chief Executive Officer (CEO) are obtained prior to any such amendment and the Director of CSS confirms in writing to the Board of Supervisors and the CEO within 30 days after execution that such amendments have been executed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles has been designated by the State as a Local Workforce Investment Area (LWIA) for the purpose of administering WIA. In addition to the WIA RR funding, ARRA provides significant funding for WIA to support employment and training services as part of a comprehensive program to stimulate the U.S. economy.

The recommended actions will provide CSS with the authority to accept FY 2009-2010 and future years' WIA RR funding and WIA RR ARRA funding and execute contracts for the provision of services for the WIA RR program through June 30, 2012 with one 12-month option to extend.

The recommended actions will provide ongoing RR services to respond to a permanent closure/mass layoff at a plant, facility, or enterprise or a natural or other disaster, which results in a mass job dislocation.

Implementation of Strategic Plan Goals

The recommended actions are consistent with principles of the Countywide Strategic Plan goals of *Children, Family and Adult Well-Being.*

Performance Measures

Performance measures for the RR program are aligned with the County *Performance Counts!* Initiative. Performance outcomes to be tracked are participant ratings of orientations conducted and the achievement of a timely response (within 24 hours) to those businesses/organizations in need of RR services.

FISCAL IMPACT/FINANCING

For FY 2009-2010, the estimated cost of the WIA RR Program is $682,000 in baseline funding and $1,214,000 in WIA RR ARRA funding, for a total of $1,896,000. Of this, $1,217,000 is being distributed to contractors, with the remainder being used for program coordination and administrative costs. There is no impact on the County general fund, as the WIA RR Program is fully financed by WIA RR funding. Funding for this program has been included in the Department's FY 2009-2010 Proposed Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The RR program is designed to provide workers facing layoff due to business closures and mass layoff the RR services that are required under WIA. These required services include: 1) immediate and on-site contact with the employer, organized labor representatives, and the local community; 2) information and access to unemployment compensation benefits, comprehensive One-Stop system services, and employment and training activities, including information on Trade Adjustment Assistance (TAA) program and the North America Fair Trade Agreement (NAFTA) program; 3) guidance and assistance in establishing a "labor-management committee" that is voluntarily agreed to by labor and management, or a "workforce transition committee" comprised of representatives of the employer, the affected workers, and community representatives; 4) emergency rapid response assistance adapted to the particular closing, layoff, or disaster; and 5) assistance to a company in securing additional State and federal assistance in response to large or unique dislocation events.

Los Angeles County is the State sub-grantee for the RR program. Los Angeles County is responsible for providing RR services to employers and their impacted employees that meet the provisions of the Worker Adjustment and Retraining Notification (WARN) Act within the LWIA. The California WARN Act mandates that companies/organizations notify State/local elected officials when downsizing or plant closures result in the displacement of 75 or more employees. The intent of the law is to serve businesses and allow jurisdictions to respond and help mitigate the impact. CSS will continue to provide services to address their needs, in compliance with new State regulations, through allocation of RR funds. Los Angeles County intends to meet these obligations by contracting with the recommended, experienced RR service providers.

In addition, in accordance with ARRA funding requirements, RR services will include layoff aversion services where Work Source Centers partner with the local and regional economic development corporations to address the needs of companies which experience a downturn, as well as those that consider leaving the State.

CONTRACTING PROCESS

On February 13, 2009, CSS released a WIA RR Request for Proposals (RFP) to procure program services for RR services for up to three years to assist eligible groups of dislocated workers through the use of federal WIA funding. The solicitation was consistent with federal competitive procurement regulations for WIA and County contracting policies.

The solicitation was open to private for-profit and non-profit organizations, public entities, and/or consortia of entities. Individuals and other Workforce Investment Boards were not eligible. The RFP was advertised in the Los Angeles Times, HOY and the Los Angeles Watts Times. Three proposals were received in response to the RFP and results were based on the evaluation of the proposals using the averaging method of scoring. All three proposers were recommended for contract award to provide RR services Countywide. No proposer qualified as a small business and/or minority and women-owned business enterprise.

The County will utilize the agencies recommended by this Board Letter to deliver RR services funded by ARRA.

The Los Angeles Workforce Investment Board (WIB) has approved these recommendations.

Monitoring Requirement

Beginning with FY 2003-2004, CSS contracted with the Auditor-Controller's office to conduct fiscal and contract compliance monitoring of all of its WIA contractors. CSS is responsible for ensuring, through its resolution process, that the reported monitoring findings are resolved and training is provided to our contractors, if necessary, and/or program policies are developed.

IMPACT ON CURRENT SERVICES OR PROJECTS

The recommended actions will allow for the continued provision of RR services in FY 2009-2010, in compliance with new State regulations, to assist businesses in distress and ensure retention of private sector jobs within Los Angeles County.

CONCLUSION

Upon Board approval, please mail one copy of the adopted Board Letter and its attachments to Ms. Sandra Mitchell, CSS, 3175 West Sixth Street, Room 307, Los Angeles, CA 90020. Ms. Mitchell may be reached at (213) 738-2641.

Respectfully submitted,

Cynthia Banks (cos)
CYNTHIA D. BANKS
Director

Attachments

c: Chief Executive Officer
Acting County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

ATTACHMENT A

RECOMMENDED AGENCIES FOR CONTRACT AWARD FOR THE WIA RAPID RESPONSE PROGRAM

Rapid Response Program	WIA FORMULA FY 2009-10	ARRA FY 2009-10	ARRA AND FORMULA ALLOCATION
Southeast Area Social Services Funding Authority (SASSFA)	$109,000	$314,559	$423,559
Jewish Vocational Service	$109,000	$314,559	$423,559
Goodwill Industries of Southern California	$109,000	$314,559	$423,559
GRAND TOTAL	$327,000	$943,677	$1,270,677

ATTACHMENT B

SAMPLE CONTRACT

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

RAPID RESPONSE SERVICES

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

June 2009

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT (WIA)
RAPID RESPONSE SERVICES

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CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

_____

FOR

RAPID RESPONSE SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2009 by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONTRACTOR", located at _____.

RECITALS

WHEREAS, the Workforce Investment Act of 1998, as defined by Public Law 105-220 ("WIA"), provides Federal funds to COUNTY to implement the Workforce Investment Act ("Program"), the purpose of which is to respond to 1) a permanent closure/mass layoff at a plant, facility or enterprise, or 2) a natural or other disaster, which results in a mass job dislocation. Rapid Response Services ("Services") are provided to assist dislocated workers in obtaining reemployment as soon as possible; and

WHEREAS, the COUNTY and the State of California Employment Development Department (EDD) became parties to a Workforce Investment Act Subgrant Agreement ("WIA Subgrant") on July 10, 2008, pursuant to Public Law 105-220, to provide WIA job-related employment, placement, and training services in furtherance of WIA; and

WHEREAS**,** in accordance with WIA, COUNTY has established and maintains a Workforce Investment Board (WIB) to provide policy guidance and oversight with respect to activities under the job training plan for COUNTY, in partnership with the

Board of Supervisors of the COUNTY of Los Angeles ("Board of Supervisors" and also known as Chief Local Elected Official – ("CLEO"); and

WHEREAS, on _____, the Board of Supervisors authorized CSS to enter into an agreement with CONTRACTOR for the purpose of providing Rapid Response Services to residents of Los Angeles COUNTY; and

WHEREAS, CONTRACTOR desires to provide said Services 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:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

NOTE: EXHIBITS ARE NOT ATTACHED TO SAMPLE CONTRACT SINCE THEY ARE ELSEWHERE IN THE RFP.

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - CONTRACTOR'S Budget

1.3 EXHIBIT C - COUNTY's Administration

1.4 EXHIBIT D - CONTRACTOR's Administration

1.5 EXHIBIT E - Required Forms

1.6 EXHIBIT F - CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement

1.7 EXHIBIT F-1 CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement

1.8 EXHIBIT G - Safely Surrendered Baby Law

1.9 EXHIBIT H- Attachments I-X

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 9.0, sub-paragraph 9.16 – Contract Modifications and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. 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.

2.1 **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 A.

2.2 **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 Statement of Work.

2.3 **"COUNTY'S Contract Management Manager" (CMM)**: Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

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

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

2.6 **"CSS"**: COUNTY'S Department of Community and Senior Services

2.7 **"Director"**: COUNTY'S Director of its Department of Community and Senior Services or her/his authorized designee.

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

2.9 "**Services"**: The State or Federal grant program(s) under which CONTRACTOR receives funds under the terms of this Contract and hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Contract.

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

2.11 **"SBA"**: The federal Small Business Administration.

2.12 **"Solicitation"**: The COUNTY's process to obtain bids or proposals for goods and services.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 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.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for 3 years commencing on July 1, 2009 or one day after execution by COUNTY's Board of Supervisors, whichever is later, and shall continue through June 30, 2012, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend this Contract term, subject to funding availability, for up to one (1) additional year for a maximum total contract term of three (3) years. Such option and extension shall be executed at the sole discretion of the Director, provided that approval of COUNTY's Chief Executive Office (CEO) is obtained prior to any such extension.

4.3 The CONTRACTOR shall notify *CSS* when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to ***CSS*** at the address herein provided in Exhibit C - COUNTYs Administration.

5.0 CONTRACT SUM

5.1 The total amount payable under the term of this Contract is Four Hundred Twenty-three Thousand, Five Hundred Fifty-nine Dollars ($423,559), hereinafter referred to as the "Maximum Contract Sum."

5.2 COUNTY and CONTRACTOR agree that this is a cost reimbursement Contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Statement of Work, and any addenda thereto.

5.3 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.

5.4 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to CSS at the address herein provided in Exhibit C - COUNTY's Administration.

5.5 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and payment**,** 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 B, CONTRACTOR's Budget, and any addenda thereto. 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 sub-paragraph 9.16, hereof, "Contract Modifications/Amendments," CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

5.6 No Payment for Services Provided Following Expiration/ Termination of Contract

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it 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 the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.7 Invoices and Payments

5.7.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work 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 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.

5.7.2 The CONTRACTOR's invoices shall be priced in accordance with Exhibit B, CONTRACTOR's Budget, and any addendum thereto.

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

5.7.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 10th calendar day of the month following the month of service. 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." Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that COUNTY shall have no obligation

whatsoever to pay any past due invoices which are submitted more than thirty (30) days after the last day of the month in which the services were rendered. The COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted, provided that sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of CONTRACTOR'S final invoice.

5.7.4.1 Authorization for Adjustments to Monthly Billings: CONTRACTOR shall submit monthly invoices for all service categories provided in the billing month (i.e., all services provided in the billing month shall be submitted in the following month for reimbursement). In the event that a CONTRACTOR invoice requires modification or revision due to billing/reporting error, CONTRACTOR shall obtain prior permission from COUNTY before revising. Authorization for the resubmission and payment of invoices is at the sole discretion of the COUNTY Contracts Management Division and Program Accounting Division, respectively. CONTRACTOR shall ensure the accuracy and completeness of all program and expenditure data reported through the automated Management Information System (MIS) prior to submission.

5.7.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Community and Senior Services
Contract Management Division
3175 West Sixth Street, Box 6
Los Angeles, CA 90020

Attention: Carol Domingo

5.7.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's CMM prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7.7 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.

5.7.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, and as approved by the CMM,

provided that 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.

5.7.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number to COUNTY.

5.7.10 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 COUNTY, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from 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 COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.7.11 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.

5.7.12 Failure to submit required documents may result in suspension of payments.

5.7.13 Local Small Business Enterprises (SBE) – Prompt Payment Program *(if applicable)*

5.7.13.1 Certified Local SBEs will receive prompt payment for services they provide to COUNTY departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following sub-paragraphs is designated in Exhibit C - COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY's Contract Management Manager

The responsibilities of COUNTY'S CMM include:

- Meeting with CONTRACTOR'S Program Manager on a regular basis;
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Section 9.0, sub-paragraph 9.16, "Contract Modifications/Amendments"; and,

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

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 subject to Section 6.1 of the RFP.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR'S Program Director

7.1.1 CONTRACTOR'S Program Director is designated in CONTRACTOR'S Administration, Exhibit D, CONTRACTOR shall notify COUNTY in writing, within ten (10) business days, of any change in the name or address of CONTRACTOR'S Program Director.

7.1.2 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.

7.2 CONTRACTOR'S Staff Identification

7.2.1 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 COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY'S approval prior to 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**.**

7.2.2 CONTRACTOR shall notify COUNTY within one (1) week, when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from COUNTY Contract.

7.2.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR'S staff's photo identification badge at the time of removal from working on this Contract.

7.3 Background and Security Investigations

7.3.1 All CONTRACTOR staff performing work under this Contract shall 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, which may include but is not limited to fingerprinting. 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.

7.3.1.1 CONTRACTOR is to provide conformation of pass/fail background investigation to COUNTY within 30 days of execution of contract.

7.3.2 COUNTY may request that the CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of this Contract. COUNTY will not provide to the CONTRACTOR nor to the CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

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

7.3.4 Disqualification, if any, of the CONTRACTOR's staff, pursuant to this sub-paragraph 7.3, shall not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 UNIQUE TERMS AND CONDITIONS

8.1 ACQUISITION OF EQUIPMENT

8.1.1 CONTRACTOR shall obtain at least three (3) bids in writing prior to purchasing equipment over $5,000 per unit in value as approved in the CONTRACTOR's Budgets (Exhibit B), and any addendum thereto, and must purchase from the lowest bidder, unless a written waiver is requested by the CONTRACTOR and approved by the COUNTY in writing.

8.1.2 Any purchase of equipment in the amount of $5,000 or more per unit shall require prior written approval by the COUNTY and the State.

8.1.3 All equipment costing over $5,000 and having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit H, Attachment II) and shall be charged at its actual price, deducting all cash discounts, rebates, and allowances received by CONTRACTOR.

8.1.4 These provisions shall apply to leasing as well as to purchasing equipment.

8.1.5 Title to such equipment shall be vested in the COUNTY and/or State in accordance with Program regulations.

8.1.6 Purchase and Invoice Deadlines:

8.1.6.1 Invoices which have not been submitted for payment prior to the termination of this Contract must be forwarded to the Departments' Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/limitations require prior written approval by the Director.

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

8.2 ATTORNEY FEES

Legal expenses required in the administration of Federal programs are allowable. Legal expenses associated with administrative appeals of disallowed costs, cost allocation and indirect cost proposal disputes, or other adverse decisions made by the Department of Labor, the State, or the COUNTY are unallowable.

8.3 COMPLIANCE WITH APPLICABLE LAWS

8.3.1 CONTRACTOR certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. CONTRACTOR shall be responsible for any relevant changes in the law, including but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. CONTRACTOR shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

8.3.2 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, et seq.;

(13) Military Selective Service Act Section 167 (a)(5) (50 USC Appx. Section 451 et seq.)

(14) Federal Office of Civil Rights Title VI requirements.

8.3.3 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

8.3.4 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation by CONTRACTOR, its agents, officers and employees of any laws, rules, regulations, ordinances, and directives which are referenced, directly or indirectly, herein.

8.4 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.4.1 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), provisions of WIA Section 188, and compliance with Equal Employment Opportunity provision in Executive Order (E.O) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60, 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 Appendix C, Exhibit 19 of the RFP, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

8.4.2 CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.

(1) As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the CONTRACTOR assures that it will comply fully with the

nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

(2) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

8.4.3 CONTRACTOR assures that it will comply with 29 CFR 37 and all other regulations implementing the laws listed above, This assurance applies to the CONTRACTOR's operation of the WIA Title I – financially assisted program or activity, and to all agreements that the CONTRACTOR makes to carry out the WIA Title I – financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

8.4.4 CONTRACTOR hereby assures that it will comply with the Administrative Directive regarding Limited English Proficiency Clients, to the extent that no client shall be denied services due to lack of her/his English language skills, or be excluded from participation in any activity supported by this Contract. CONTRACTOR shall comply with all terms set forth in Exhibit H, Attachment VII, Administrative Directive/Limited English Proficiency Clients and as further directed by CSS.

8.5 DRUG-FREE WORKPLACE CERTIFICATION

By signing this Contract, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program as required to inform employees about:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.

(3) Every employee who works on this Contract will:

- Receive a copy of the company's drug-free policy statement; and
- Agree to abide by the terms of the company's statement as a condition of employment on the Contract.

8.6 LIMITATIONS ON USE OF FEDERAL GRANT FUNDS

8.6.1 CONTRACTOR shall comply with Public Law (P.L.) 101-121 (31 USCS Section 1352), its amendments or revisions, and any impending regulations prohibiting use of federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative agreement. CONTRACTOR shall also comply with all certification and disclosure requirements of P.L. 101-121, its amendments, revisions, and implementing regulations and shall provide assurance that all sub-CONTRACTORs or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.

8.6.2 CONTRACTOR agrees that, by signing this Contract, CONTRACTOR hereby assures and certifies to the lobbying restrictions which are codified in the Department of Labor regulations at 29 CFR Part 93.

8.6.2.1 No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Contract, grant, loan or cooperative agreement.

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

8.6.2.3 This certification is a material representation of fact upon which reliance is placed when Contract is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

8.7 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 Exhibit D, – CONTRACTOR'S Administration and Exhibit C – COUNTY'S Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, or her/his designee, shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.8 OUT-OF-TOWN TRAVEL

CONTRACTOR shall not incur any Contract expenditure for travel outside Los Angeles COUNTY without prior written approval of the COUNTY. Such expenditures must be program related. Expenditures of funds without prior approval will result in withheld payments, or will possibly be deemed a disallowed cost.

8.9 PROPERTY

8.9.1 Unless otherwise provided for in this sub-paragraph 8.9, property refers to all assets, capitalized or non-capitalized, used in operation of this Contract. Property that is capitalized is referred to as property, plant, and equipment. Property includes, but is not limited to, land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders.

8.9.2 Property meeting all of the following criteria is subject to the capitalization requirements. Such property must:

8.9.2.1 Have a normal useful life of at least one (1) year.

8.9.2.2 Have a unit acquisition cost of at least $5,000 (e.g., four identical assets, which cost $3,000 each, for a $12,000 total would not meet this capitalization requirement); and

8.9.2 3 Be used to conduct business under this Contract.

8.9.2.4 As used in this Contract, the term "equipment" shall refer only to capitalized property.

8.9.3 Noncapitalized property are those items which do not meet all three (3) requirements in subparagraphs 8.9.2.1 – 8.9.2.3 above.

8.9.4 Additions, improvements, and betterments to assets meeting all of the conditions in subparagraph 8.9.2 above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

8.9.5 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents,

copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

8.9.6 The CONTRACTOR shall record the following information when property is acquired:

8.9.6.1 Date acquired;

8.9.6.2 Property description (include model number);

8.9.6.3 Property identification number (serial number);

8.9.6.4 Cost or other basis of valuation;

8.9.6.5 Fund source; and

8.9.6.6 Rate of depreciation (or depreciation schedule), if applicable.

8.9.7 The CONTRACTOR shall keep track of property purchased with Contract funds, whether capitalized or not. The CONTRACTOR shall submit to COUNTY, upon request and annually with the Expenditure Closeout Report, a current inventory of property furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall maintain an annual inventory of property furnished or purchased by the subcontractor

with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. The CONTRACTOR shall reference Exhibit H Attachment VI, "Fixed Assets/Equipment Purchase Requirements" document and use Exhibit H, Attachment VIII, "Inventory Control Form" to report property to the COUNTY.

8.9.8 Prior to disposal of any property purchased by CONTRACTOR with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference Exhibit H, Attachment VI, "Fixed Assets/Equipment Purchase Requirements" to dispose of property.

8.9.9 CONTRACTOR shall immediately report the loss, destruction, or theft of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss, destruction, or theft of such property. Such documentation shall be provided to COUNTY within five (5) days following such loss, destruction, or theft and should be mailed to the attention of CMM at: County of Los Angeles Community and Senior Services, Contracts Management Division, 3175 West Sixth Street, Box 6, Los Angeles, CA 90020.

8.9.10 The COUNTY reserves title to all grant-purchased or financed property not fully consumed in the performance of this Contract,

unless otherwise required by Federal law or regulations or as otherwise agreed by the parties.

8.9.11 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property.

8.9.12 In the event of CONTRACTOR'S dissolution or upon termination of this Contract, CONTRACTOR shall provide a final property inventory to COUNTY. COUNTY reserves the right to require CONTRACTOR to transfer such property to another entity, including but not limited to the COUNTY or the State.

8.9.13 To exercise the above right, no later than one-hundred forty (140) days after termination of the Contract or notification of the CONTRACTOR'S dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.

8.9.14 CONTRACTOR shall use property purchased with funds from this Contract, or acquired by CONTRACTOR under any predecessor agreement for the same purpose, for the purpose for which it was intended under the Contract. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY for other purposes in this order:

8.9.14.1 Another program providing the same or similar service; or

8.9.14.2 State/Federally-funded program.

8.9.15 CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of COUNTY. As a condition of the approval, COUNTY may require reimbursement under this Contract for its use.

8.9.16 CONTRACTOR shall not use equipment or supplies acquired under this Contract with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

8.9.17 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.

8.9.18 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only.

8.9.19 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant funds received through COUNTY during this, or any previous, contract period.

8.9.20 Capital Improvements:

CONTRACTOR shall assure that <u>no</u> funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the COUNTY Program Director or her/his designee.

8.10 REQUEST FOR ADVANCE PAYMENT

Cash advances may be provided to CONTRACTOR in limited circumstances at the sole discretion of COUNTY. Upon request by CONTRACTOR in the form and manner prescribed by COUNTY's Project Director, COUNTY may make advance payments, for immediate known cash needs.

8.11 RETURN OF ADVANCED FUNDS

In the event advanced funds are not immediately spent, any interest earned shall be reported as program income and follow the requirement of 20 CFR 667.200 et seq. and 667.300 et seq..

8.12 SWEATFREE CODE OF CONDUCT

8.12.1 All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the COUNTY pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of

Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.

8.12.2 The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized offices of the CONTRACTOR, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTORS' compliance with the requirements under paragraph a. of the Sweatfree Code of Conduct.

8.13 FEDERAL LOBBYING RESTRICTIONS

CONTRACTOR hereby assures and certifies to the lobbying restrictions which are codified in the Department of Labor regulations at 29 CFR Part 93.

8.13.1 No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, contract, grant, loan, or cooperative agreement.

8.13.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress, in connection with this Contract, the

undersigned shall complete and submit Exhibit H, Attachment IX, Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

8.13.3 The undersigned shall require that the language of the lobbying restrictions be included in the award documents for the Contract over $100,000 (per OMB) at all tiers (including contracts, and subcontracts, under grants, loan, or cooperative agreements), and that all subcontractors shall certify and disclose accordingly.

8.13.4 This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification, Exhibit H Attachment X, is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

9.0 STANDARD TERMS AND CONDITIONS

9.1 AMERICANS WITH DISABILITIES ACT (ADA)

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, CONTRACTOR'S program.

9.2 ASSIGNMENT AND DELEGATION

9.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of 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 COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

9.2.2 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.

9.2.3 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.

9.3 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.

9.4 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY 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.

9.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors or other principals are currently suspended, debarred ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, CONTRACTOR certifies that, to its knowledge, none of its sub-CONTRACTORs are, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally-funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Agreement, should it or any of its sub-CONTRACTOR/partners or any principals of either be suspended, debarred, ineligible, or excluded from securing federally-funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

9.6 CHILD/ELDER ABUSE PREVENTION REPORTING

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter *"PC"*) *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall

submit all required information, in accordance with the PC Sections 11166 and 11167.

9.6.1 CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.6.2 CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

9.7 CHILD SUPPORT COMPLIANCE PROGRAM

9.7.1 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

9.7.1.1 CONTRACTOR acknowledges that 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 COUNTY and its taxpayers.

9.7.1.2 As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, 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).

9.7.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 9.0, sub-paragraph 9.7, "Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to 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 COUNTY may terminate this Contract pursuant to Section 9.0, subparagraph 9.67 "Termination for CONTRACTOR'S Default", and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

9.8 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

9.8.1 Within five business days from date of request, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

9.8.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

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

9.8.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

9.8.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

9.8.7 Copies of all written responses shall be sent to the COUNTY's Project Manager within three (3) business days of mailing to the complainant.

9.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.9.1 Jury Service Program:

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 as *Exhibit G* and incorporated by reference into and made a part of this Contract.

9.9.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a

contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time

during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

9.10 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 WIB, COUNTY, State, and all applicable provisions of the WIB, COUNTY, 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, audit, 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.

9.11 CONFIDENTIALITY

9.11.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies a procedures relating to confidentiality,

including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

9.11.2 CNTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents or subcontractors, to comply with this sub-paragraph 9.11, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-paragraph 9.11, shall be conducted CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole costs and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

9.11.3 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

9.11.4 CONTRACTOR shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

9.11.5 CONTRACTOR shall cause each CONTRACTOR's employee to sign and adhere to Exhibit F, "Contractor Employee Acknowledgement and Confidentiality Agreement."

9.11.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit F-1, "Contractor Non-Employee Acknowledgment and Confidentiality Agreement."

9.11.7 CONTRACTOR shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.

9.11.8 If CONTRACTOR enters into an agreement with a third party to provide WIA services, the CONTRACTOR agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's

authorized staff, subcontractor(s), service providers, or employees.

9.12 CONFLICT OF INTEREST

9.12.1 No COUNTY employee whose position with the 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 the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

9.12.2 The 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. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

9.13 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

9.14 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

9.14.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the 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 the CONTRACTOR.

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

9.15 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

9.15.1 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 H, Attachment II, Auditor-Controller Contract Accounting and Administration Handbook.

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

9.15.2.1 All accruals must be reported to the COUNTY on a quarterly basis. In the event a CONTRACTOR is not on the accrual basis of accounting, then an analysis of accruals must be made based on the documentation on hand.

9.15.3 CONTRACTOR shall submit the following reports for the Program to COUNTY:

9.15.3.1 Fiscal Reporting:

9.15.3.1.1 Monthly Fiscal Reporting Forms are due by the tenth (10th) calendar day of the month, following the month covered in the report.

9.15.3.1.2 Expenditure Closeout Report: Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by COUNTY CMM, with a deadline to be announced for the program, including the reporting of

expenses and accruals through the last day of the program year.

9.15.3.1.3 If the Contract is terminated or cancelled prior to June 30th, the final closeout report shall be for the contract period with an end date of either the Contract termination or cancellation date. Two (2) copies of such, which shall include the final invoice and the final closeout report, shall be submitted within the designated timeframe, which is to be determined by the COUNTY, after the termination/cancellation date to COUNTY's Program Accounting Division.

9.15.3.2 Program Reporting: CONTRACTOR Monthly and Quarterly Reports as required pursuant to Workforce Investment Act (WIA) Directive/Policy.

9.15.3.3 Program Income: All revenues which have been properly earned in excess of costs for each program, including program interest, are to be treated as Program Income. CONTRACTOR shall be responsible for tracking all Contract revenues and expenditures for the WIA program, including submission of the following:

9.15.3.3.1 A Program Income Statement Report is generated by CONTRACTOR on Contract revenues versus expenditures. This is submitted to the CSS

Program Accounting Division with the expenditure close-out report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.

9.15.3.3.2 A Plan for Disposition of Program Income (Plan) must be submitted by CONTRACTOR to COUNTY within thirty (30) days after the Income Statement Report is due.

9.15.3.3.3 Program Income must be spent on line items identified in the Plan, unless the Plan is officially amended. This Plan will be reviewed by COUNTY for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.

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

9.15.3.3.5 If the Final Report on Disposition is not submitted on the scheduled date, COUNTY shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or

recapture the balance of the unexpended Program Income.

9.15.4 Cost Allocation Plan for Cost Reimbursement Activities:

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs with other funding sources related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. COUNTY'S designated Contract monitor will test CONTRACTOR'S CAP during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Contract termination.

9.15.5 Property/Capital Expenditures:

All property costing five thousand dollars ($5,000.00) or more purchased with Program funds requires prior written permission from the State and the COUNTY Project Director or designee and may be depreciated and tagged and tracked as property of the Los Angeles COUNTY Workforce Investment Act (WIA) Programs.

9.15.6 Nonexpendable Property:

9.15.6.1 CONTRACTOR shall maintain a record for each item of nonexpendable property acquired for this program with Program monies. Non-expendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

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

9.15.6.3 In case of termination of this Contract, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to, COUNTY taking possession of said nonexpendable property.

9.15.7 Capital Improvements:

CONTRACTOR shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the COUNTY Program Director or her/his designee.

9.16 CONTRACT MODIFICATIONS/AMENDMENTS

9.16.1 This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. COUNTY may make a unilateral modification to this Contract at any time, if required by COUNTY, State, or Federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modifications from the Federal, State, or COUNTY government. COUNTY shall give CONTRACTOR 10 days prior written notice delivered by certified mail, return receipt requested of its intent to make such changes and amendments hereunder. Furthermore, to the extent that funding for the program is eliminated or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.

9.16.2 With regard to the movement of funds within an approved budget (i.e. from one category to another), such movement may not exceed 25% of the Maximum Contract Sum. Such modifications must be in writing and mutually agreed upon by COUNTY CMM or designee and CONTRACTOR and must be in the best interest of COUNTY.

9.16.3 CONTRACTOR requests for modifications, either budgetary or programmatic, will not be accepted during the first two (2) months of the Contract period (except where a written waiver is requested by CONTRACTOR and accepted by COUNTY). Such requests shall not be submitted to COUNTY more than once in each

quarter except where a written waiver has been received from COUNTY.

9.16.4 The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

9.16.5 The COUNTY reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or conditions included under this Contract. For all such changes, a *Change Notice* shall be prepared and signed by the COUNTY Contract Management Director, and sent to CONTRACTOR's Administration.

9.16.6 For any revision, which materially affects the scope of work or any term and conditions included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR except as provided in sub-paragraph 9.16.7 herein below.

9.16.7 The Director may prepare and sign amendments to the Contract without further action by the Board of Supervisors under the following conditions:

9.16.7.1 Amendments shall be in compliance with applicable federal, State and COUNTY regulations; or

9.16.7.2 The Amendment is for an increase or decrease contingent on contractor performance and availability of funding; or

9.16.7.3 The Board of Supervisors has appropriated sufficient funds in the CSS budget; or

9.16.7.4 COUNTY Counsel or his designee shall approve amendment to this Contract as to form.

9.16.8 The COUNTY Board of Supervisors or Chief Executive Officer or designee may require the addition of and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, a Change Notice or Amendment to the Contract, as appropriate, shall be prepared and executed by the CONTRACTOR and by COUNTY.

9.17 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.17.1 Responsible CONTRACTOR

A responsible contractor is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

9.17.2 Chapter 2.202 of the COUNTY Code

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.

9.17.3 Non-responsible CONTRACTOR

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

9.17.4 Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR

in writing of the evidence 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.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a 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.

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

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or

terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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.

5. 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 (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the 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.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. 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.

9.17.5 SUBCONTRACTORS of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY contractors.

9.18 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 Appendix C, Exhibit 2 of the RFP, COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect 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).

9.19 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the 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 the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include

improvement/corrective action measures taken by the COUNTY and the 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.

9.20 COVANENT AGAINST FEES

9.20.1 CONTRACTOR warrants and represents 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 CONTRACTOR for the purpose of securing business.

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

9.21 CRIMINAL CLEARANCES

9.21.1 For the safety and welfare of the people served under this Contract, CONTRACTOR must, as permitted by law, 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.

9.21.2 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 subcontractors who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

9.21.3 CONTRACTOR shall not 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.

9.21.4 All CONTRACTOR staff performing work under this Contract shall 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, which will include but is not limited to fingerprinting. 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.

9.21.5 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on this Contract at any time

during the term of this Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through COUNTY conducted background clearance.

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

9.22 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

9.22.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.22.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

9.23 DISALLOWED COSTS

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

9.24 EMPLOYEE BENEFITS AND TAXES

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

9.24.2 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.

9.25 EMPLOYEE SAFETY

CONTRACTOR will assure that the CONTRACTOR'S employees:

9.25.1 Are covered by an effective Injury and Illness Prevention Program; and

9.25.2 Receive all required general and specific training on employee safety.

9.26 EMPLOYMENT ELIGIBILITY VERIFICATION

9.26.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and

regulations. The 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. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

9.26.2 The 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 any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

9.27 EVENTS OF DEFAULT

9.27.1 Default for Non-Performance

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

9.27.1.1 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

9.27.1.2 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.

9.27.2 Default for Insolvency

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

9.27.2.1 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;

9.27.2.2 The filing of a voluntary petition in bankruptcy;

9.27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

9.27.3 Other Events of Default

Determination by 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

9.28 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 9.16, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.29 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.

9.30 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by 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 Exhibit H, Attachment VI, Fixed Assets/Equipment Purchase Requirements. Such assets shall be maintained, repaired and kept track

of by completing an Inventory Control Form, Exhibit H, Attachment VIII, 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 abide by the policy set forth in Exhibit H, Attachment VI, Fixed Assets/Equipment Purchase Requirements.

9.31 FORCE MAJEURE

9.31.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

9.31.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractors were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

9.31.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

9.32 GOVERNING LAW, JURISDICTION, AND VENUE

9.32.1 This Contract shall be governed by, and construed in accordance with, the laws of the State of California.

9.32.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment. Further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statue, regulation, or any other law which occurs after the effective date of this Agreement.

9.32.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, Central Civil Division.

9.33 GOVERNMENT OBSERVATIONS

CONTRACTOR shall permit Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Contract any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

9.34 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless 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.

9.35 INDEPENDENT CONTRACTOR STATUS

9.35.1 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 the 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.

9.35.2 The 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.

9.35.3 The 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.

9.35.4 The CONTRACTOR shall adhere to the provisions stated in Section 9.0, sub-paragraph 9.11 - Confidentiality.

9.36 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 9.36 and 9.37 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

9.36.1 **Evidence of Coverage and Notice to County**

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

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and /or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Community and Senior Services
Contract Management Division, Room 307
3175 West Sixth Street

Los Angeles, CA 90020
Attn:_____

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance,, destruction, misuse, or theft of county property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or nay of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

9.36.2 **Additional Insured Status and Scope of Coverage**

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

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.36.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

9.36.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

9.36.5 **Insurer Financial Ratings**

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

9.36.6 **Contractor's Insurance Shall Be Primary**

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

9.36.7 **Waives of Subrogation**

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

9.36.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sib-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

9.36.9 **Deductibles and Self-Insured Retentions (SIRs)**

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

9.36.10 **Claims Made Coverage**

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

9.36.11 **Application of Excess Liability Coverage**

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

9.36.12 **Separation of Insureds**

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

9.36.13 **Alternative Risk financing Programs**

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

9.36.14 **County Review and Approval of Insurance Requirements**

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

9.37 INSURANCE COVERAGE

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

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million

Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

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

9.37.3 **Workers' Compensation and Employer's Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

9.37.4 **Professional Liability/Errors and Omissions**: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

9.37.5 **Crime Coverage**: A Fidelity Bond or Crime Insurance policy with limits of not less than $50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

9.37.6 **Property Coverage**: Contractors given exclusive use of County-owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their

actual cash value. Real property and all other personal property shall be insured for their full replacement value.

9.38 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Contract, CONTRACTOR certifies as set forth in Exhibit H, Attachment V, Joint Revenue Disclosure, 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.

9.39 LIMITATION ON CORPORATE ACTS

CONTRACTOR shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY immediately in writing of any change in CONTRACTOR'S corporate name.

9.40 LIQUIDATED DAMAGES/REMEDIES FOR NON-COMPLIANCE

9.40.1 If, in the judgment of the CSS Director or designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the CSS Director or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct a pro rata share from the CONTRACTOR’S invoice for

work not performed as required under Exhibit A, Statement of Work, Technical Exhibit B, Rapid Response Performance Requirements Summary, and Technical Exhibit C, Performance Requirements Summary (PRS) Chart. A written notice of 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.

9.40.2 If the CSS Director, or designee, determines that there are deficiencies in the performance of this Contract that the CSS Director deems are correctable by the CONTRACTOR over a certain time span, the CSS 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 CSS Director may:

9.40.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract sum; and/or

9.40.2.2 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 is One Hundred Dollars ($100) per day per infraction, or as may be specified in any future Statement(s) of Work, 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

9.40.2.3 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 form the payment to the CONTRACTOR from the COUNTY as determined by the COUNTY.

9.40.3 The action noted in this sub-paragraph 9.40 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.

9.40.4 This sub-paragraph 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 this Contract, including the PRS Chart or this sub-paragraph 9.40, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

9.41 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

9.41.2 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.

9.41.3 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.

9.41.4 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 CONTRACTOR knew, or should have known, that 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, CONTRACTOR shall:

9.41.4.1 Pay to COUNTY any difference between this Contract amount and what COUNTY'S costs would have been if this Contract had been properly awarded;

9.41.4.2 In addition to the amount described in sub-paragraph 9.42.4.1 be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

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

9.41.5 The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award

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

9.42 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in COUNTY'S WebVen. Prior to a Contract award, all potential CONTRACTORs must register in 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 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’).

9.43 MEETINGS

CONTRACTOR must attend all mandated meetings. CONTRACTOR shall be given advance notice of all scheduled meetings with CSS staff. Failure to attend mandated meetings shall be considered non-compliance with a term of the Contract and may result in further action pursuant to Section 9.0, sub-paragraph 9.40, Liquidated Damages/Remedies for Non-Compliance, Section 9.0, sub-paragraph 9.66 Suspension of Contract, and any other applicable Contract provisions.

9.44 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR'S prices decline, or should 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 COUNTY.

9.45 NEPOTISM

CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person’s immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this Section, the term “immediate family” means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in- law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial

appearance of impropriety if the person were to be hired by CONTRACTOR. The term “administrative capacity” means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

9.46 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

9.46.1 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, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

9.46.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit E, Required Forms, CONTRACTOR’S Equal Employment Opportunity (EEO).

9.46.3 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, sexual orientation, 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.

9.46.4 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, sexual orientation, age, physical or mental disability, marital status, or political affiliation.

9.46.5 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, sexual orientation, 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.

9.46.6 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.

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

laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

9.46.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, 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.

9.47 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.

9.48 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) business day, give written notice thereof, including all relevant information with respect thereto, to the other party.

9.49 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of COUNTY'S CSS Contract Management Manager and/or authorized designee any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If COUNTY'S CSS Contract Management Manager

or designee is not able to resolve the dispute, the CSS Director, or designee, shall resolve it.

9.50 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 Service Notice 1015, attached hereto as Exhibit H, Attachment I.

9.51 OTHER CONTRACTS

9.51.1 A copy of any contracts between CONTRACTOR and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at CONTRACTOR'S offices and shall be provided to COUNTY upon request. CONTRACTOR shall also notify COUNTY of any default, termination, or finding of withheld payments under these contracts.

9.51.2 CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by COUNTY under this Contract.

9.52 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.52.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams,

facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Contract.

9.52.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR's working papers prepared under this Contract. COUNTY shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.52.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRATOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY's CSS Contract Management Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.52.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR's proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to

reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.

9.52.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under sub-paragraph 9.52.3 for any of the CONTRACTOR's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subsection 9.52.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.

9.52.6 All the rights and obligations of this sub-paragraph 9.52 shall survive the expiration or termination of this Contract.

9.53 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.53.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.

9.53.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding

alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:

9.53.2.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

9.53.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.53.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.53.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

9.54 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.

9.55 PROBATION

9.55.1 CMM may place CONTRACTOR on probationary status when it is determined by CMM for any program(s) herein that CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement of Contract goals as specified in Exhibit A, Statement of Work; Technical Exhibit C, PRS Chart; or (2) is out of compliance with any part of this COUNTY Contract.

9.55.2 If CONTRACTOR is placed on probationary status, CONTRACTOR shall submit a Corrective Action Plan within ten (10) days of the notice from COUNTY of probationary status. CONTRACTOR'S Corrective Action Plan (CAP) must be approved by CMM. COUNTY reserves the right to suspend payments or terminate Contract(s) of any CONTRACTOR on probationary status if CONTRACTOR does not submit an acceptable Corrective Action Plan or fails to meet the goals of an approved Corrective Action Plan.

9.56 PROPRIETARY RIGHTS

9.56.1 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.

9.56.2 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. 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.

9.56.3 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

9.56.4 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all

such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

9.56.5 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.

9.56.6 The provisions of this Section shall survive the expiration or termination of this Contract.

9.57 PUBLIC RECORDS ACT

9.57.1 Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Section 9.0, sub-paragraph, 9.59 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 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." 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.

9.57.2 In the event 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,” CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

9.58 PUBLICITY

9.58.1 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 CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

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

9.58.1.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and subcontractor shall not, and shall not authorize others to, publish or disseminate any commercial advertisements, press releases, opinions, feature articles, or other materials using the name of

COUNTY without the prior written consent of the Director, or authorized designee. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.

9.58.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with COUNTY of Los Angeles, provided that the requirements of this sub-paragraph 9.58 shall apply.

9.59 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

9.59.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles and as otherwise required under this Contract. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

9.59.2 CONTRACTOR agrees that COUNTY or its authorized representatives, the State of California, or its authorized representatives, and the Federal government, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent documents, papers, transaction, activity, or records relating to this Contract. All such material, including but not limited to all financial records, bank statements, cancelled checks or other proof of payment, time-cards and other time and employment records, proprietary data and information, and all other records pertinent to the award and

performance of this Contract, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY, State, or Federal authorities, during the term of this Contract and for a period of three (3) years after the expiration of the term of this Contract.. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY'S option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

9.59.3 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor, or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S CSS CCM 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).

9.59.4 Failure on the part of CONTRACTOR to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.

9.59.5 At any time during the term of this Contract or within three (3) years after the expiration or termination of this Contract, representatives of COUNTY may conduct an audit of 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 COUNTY to CONTRACTOR, then the difference shall be either: (a) repaid by CONTRACTOR to COUNTY by cash payment upon demand; or (b) at the sole option of COUNTY'S Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY'S dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

9.59.6 Single Audit Requirements: CONTRACTOR shall forward to COUNTY its Single-Audited Financial Statements at the end of each fiscal year. The Single-Audited Financial Statements should include, but not limited to, copies of Single Audit Reports, Schedule of Federal Awards, copies of auditor's concerns and informal findings, contained in the Summary of Accounting Internal Control Systems, copies of the Auditor's Report on Compliance and if prepared, copies of the Auditors Management Letter within thirty (30) days of issuance of the documents in accordance with OMB Circular A-133.

9.60 RECYCLED BOND PAPER

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

9.61 REMOVAL OF UNSATISFACTORY PERSONNEL

CONTRACTOR shall have the right to hire, discipline, suspend or discharge its employees/workers. COUNTY shall have the right, at its sole discretion to require CONTRACTOR to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related cause. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel. Such removal shall occur immediately upon the written or oral request from CSS' Director.

9.62 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to any and all rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

9.63 SAFELY SURRENDERED BABY LAW

9.63.1 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law.

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby

Law. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY CONTRACTORs to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR'S place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. COUNTY'S Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

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

9.64 SAFETY AND WORKING CONDITIONS

Applicable local, State and Federal health and safety standards shall be observed. CONTRACTOR shall ensure that all Program participants and CONTRACTOR employees, including participants and employees in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), are not required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

9.65 SUBCONTRACTING

9.65.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY.** CONTRACTOR must receive from the COUNTY CSS Director, or designee, written approval before entering into a subcontract with a subcontractor. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

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

9.65.2.1 A description of the work to be performed by the subcontractor;

9.65.2.2 A draft copy of the proposed Subcontract; and

9.65.2.3 Other pertinent information and/or certifications requested by COUNTY.

9.65.3 CONTRACTOR shall indemnify and hold 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.

9.65.4 CONTRACTOR shall remain fully responsible for all performance and fiscal monitoring required of it under this Contract, including those that CONTRACTOR has determined

to subcontract, notwithstanding COUNTY'S approval of CONTRACTOR'S proposed subcontract.

9.65.5 COUNTY'S consent to subcontract shall not waive COUNTY'S right to prior and continuing approval by CMM of any and all personnel, including subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its subcontractor of this COUNTY right.

9.65.6 CONTRACTOR shall obtain the following items (contained in sub-paragraphs 9.65.6.1 through 9.65.6.3 below) from each subcontractor or subcontractor employee before any contractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of CMM, CCM, or their designee all the following documents:

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

9.65.6.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 9.0, sub-paragraph 9.37 Insurance Coverage, of this Contract.

9.65.6.3 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 CONTRACTOR'S Tax Identification Number.

9.65.7 After CMM's approval, CONTRACTOR shall provide CMM with copies of all executed subcontracts.

9.65.8 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.

9.65.9 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.

9.65.10 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractors 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.

9.66 SUSPENSION OF CONTRACT

COUNTY may, by giving notice, suspend all or part of the Contract for CONTRACTOR'S failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for Corrective Action Plan. Within ten (10) working days from the date of the Notice of Suspension, CONTRACTOR shall reply in

writing, setting forth the Corrective Action Plan which will be undertaken, subject to COUNTY'S approval in writing. Failure to reply in accordance with this Section may result in termination by COUNTY of all or part of this Contract. Failure by CONTRACTOR to comply with the approved Corrective Action Plan may result in the suspension of payments or termination by COUNTY of all or part of this Contract. If CONTRACTOR fails to comply with the approved Plan, COUNTY will send a notice/letter to CONTRACTOR specifying the remedy for non-compliance with the Corrective Action Plan.

9.67 TERMINATION FOR CONTRACTOR'S DEFAULT

9.67.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S CSS Contract Management Manager:

9.67.1.1 CONTRACTOR has materially breached this Contract; or

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

9.67.1.3 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 COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

9.67.2 In the event COUNTY terminates this Contract in whole or in part as provided by sub-paragraph 9.67.1, 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 COUNTY for any and all excess cost incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section

9.67.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Section 9.0, sub-paragraph 31.0 Force Majeure, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign 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 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 CONTRACTOR and subcontractor, and without the fault or negligence of either of them, 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 CONTRACTOR to meet the

required performance schedule. As used in this Subsection, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

9.67.4 If, after COUNTY has given notice of termination under the provisions of this Section, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this sub-paragraph or that the default was excusable under the provisions of sub-paragraph 9.68.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.0, sub-paragraph 9.68, Termination for Convenience.

9.67.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR'S default as provided in sub-paragraph 9.67, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY’S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of sub-section 9.67.2, be entitled to liquidated damages from 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 as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, deducted from any amounts

due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

9.67.5.1 These damages shall not be understood as a penalty and shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Section 9.0, sub-paragraph 9.34, Indemnification.

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

9.68 TERMINATION FOR CONVENIENCE

9.68.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by 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 thirty (30) calendar days after the notice is sent

9.68.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

9.68.2.1 Stop work under this Contract on the date and to the extent specified in such notice; and

9.68.2.2 Complete performances of such part of the work as shall not have been terminated by such notice; and

9.68.2.3 Adhere to COUNTY'S transition plan as determined by COUNTY.

9.68.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Section 9.0, sub-paragraph 9.59 Record Retention and Inspection/Audit Settlement.

9.69 TERMINATION FOR IMPROPER CONSIDERATION

9.69.1 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 CONTRACTOR'S performance pursuant to 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 the CONTRACTOR.

9.69.2 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.

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

9.70 TERMINATION FOR INSOLVENCY

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

9.70.1.1 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;

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

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

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

9.70.2 The rights and remedies of the COUNTY provided in this sub-paragraph 9.70 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.71 TERMINATION FOR NON-ADHERENCE FEDERAL LOBBYING RESTRICTIONS

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with 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.

9.72 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Contract during any of COUNTY'S future fiscal years unless and until the Federal and State governments, and the COUNTY'S Board of Supervisors appropriates funds for this Contract in their respective budgets 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. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

9.73 TERMINATION OF PROGRAM OR MODIFICATION

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

9.74 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

9.75 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

9.75.1 This Contract is subject to the provisions of the Los Angeles COUNTY's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles COUNTY Code.

9.75.2 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 Transitional Job Opportunity vendor.

9.75.3 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 Transitional Job Opportunity vendor.

9.75.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor 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:

9.75.4.1 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;

9.75.4.2 In addition to the amount described in sub-paragraph 9.75.4.1 be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

9.75.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

9.75.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a

change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract award.

9.76 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO

CONTRACTOR shall not use or display the official seal of the COUNTY or the logo of CSS on any of its letterheads or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles COUNTY Board of Supervisors.

9.77 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 CSS, COUNTY'S Auditor-Controller or its designee, the State of California, and the Federal government. 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 CSS, upon demand by COUNTY.

9.78 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.

9.79 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of 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 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

COUNTY OF LOS ANGELES

By_____
(Mayor/Chairman), Board of Supervisors

CONTRACTOR

By _____
Name

_____
Title

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

Robert E. Kalunian
Acting County Counsel

By_____
Deputy County Counsel

COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT (WIA)
RAPID RESPONSE SERVICES
EXHIBIT A:
STATEMENT OF WORK

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RAPID RESPONSE PROGRAM
EXHIBIT A: STATEMENT OF WORK

1.0 SCOPE OF WORK

The Statement of Work defines the minimum required tasks for the provision of Rapid Response (RR) services. CONTRACTOR is obligated to provide the services defined herein as required under the Workforce Investment Act (WIA).

1.1 WIA Rapid Response Services are provided to directly assist affected businesses and workers in order to mitigate the impact on the local economy regarding mass layoffs, business closures, and natural or other disasters. CONTRACTOR shall provide the following services:

a. Assist workers to quickly return to productive positions in the labor force;
b. Assist employers to explore alternatives to layoffs through human resource solutions and through the transition process;
c. Reduce the economic and social burdens that unemployment presents to employers, workers and the community;
d. Assess the potential for averting layoffs by providing timely and pertinent information so that employers will be able to anticipate and profit from economic development opportunities;
e. Identify/develop prospective strategies to avert and/or mitigate the impact of potential downsizing, restructuring and/or imminent plant closures.

1.2 WIA Rapid Response Services must follow the specific guidelines that delineate **required** and **allowable** Rapid Response activities according to the Department of Labor (DOL) Code of Federal Regulations (CFR) as described hereunder:

1.2.1 **Required Activities Pursuant to DOL CFR 20, Part 665, Section # 665.310**:

1.2.1.1 CONTRACTOR shall provide immediate and on-site contact with the employer, representatives of the affected workers and the local community, to develop an assessment of:

a. Employer's layoff plans and scheduled layoff dates;
b. Employer's potential for averting layoff(s) in consultation with State or local economic development agencies, including private sector economic development entities;
c. Background and probable assistance needs of the affected workers;

d. Reemployment prospects for workers in the local community; and
e. Available resources to meet short and long-term assistance needs of the affected workers.

1.2.1.2 CONTRACTOR shall provide information and access to unemployment compensation benefits, comprehensive One-Stop system services, and employment & training activities, including information on the Trade Adjustment Assistance (TAA) (19 U.S.C. 2271 et seq.) and North America Fair Trade Agreement (NAFTA) programs (refer to http://www.doleta.gov/tradeact).

1.2.1.3 CONTRACTOR shall provide the business with guidance and/or financial assistance in establishing a labor-management committee voluntarily agreed to by labor and management, or a workforce transition committee comprised of representatives of the employer, the affected workers and the local community. The committee may devise and oversee an implementation strategy that responds to the reemployment needs of the workers. CONTRACTOR, in coordination with the employer, will provide assistance to this committee which may include:

a. The provision of training and technical assistance to members of the committee;
b. Coordinating information to enable a committee to provide advice and assistance in carrying out rapid response activities and in the design and delivery of Workforce Investment Act (WIA)-authorized services to affected workers. Typically such support will last no longer than six months; and/or
c. Providing a list of potential candidates to serve as a neutral chairperson of the committee.

1.2.1.4 CONTRACTOR shall provide emergency rapid response assistance adapted to the particular closing, layoff or disaster as mentioned in Section 1.2.1 Required Activities, herein above and Section 1.2.2, Allowable Activities, herein below.

1.2.1.5 CONTRACTOR shall provide notification and updates as needed to the Los Angeles County Workforce Investment Board (L/WIB) in the affected area, of their efforts to develop a coordinated response to the dislocation events.

1.2.2 **Allowable Activities Pursuant to DOL 20 CFR Part 665, Section #665.320**

CONTRACTOR shall provide effective rapid response services upon written Worker Adjustment and Retraining Notification (WARN)/Non-WARN from EDD, Los Angeles County, the WIB or a local elected official of the city where the affected business is located, of a permanent closure or mass layoff, a natural or other disaster resulting in a mass job dislocation. (For definition of a WARN and Non-WARN, please refer to Appendix M, Glossary of Terms.

1.2.2.1 In conjunction with other appropriate federal, state and local agencies and officials, employer associations, technical councils or other industry business councils, and labor organizations, the State EDD or other designated entity may:

a. Develop prospective strategies for addressing dislocation events, that ensure rapid access to the broad range of allowable assistance;
b. Identify strategies for the aversion of layoffs; and
c. Develop and maintain mechanisms for the regular exchange of information relating to potential dislocations, available adjustment assistance, and the effectiveness of rapid response strategies.
d. In collaboration with the appropriate State agencies, i.e., the Labor Market Division, collect and analyze information related to economic dislocations, including potential closings and layoffs, and all available resources in the State for dislocated workers. This data will provide an adequate basis for effective program management, and an evaluation of rapid response services and layoff aversion efforts in the State.
e. Participate in capacity building activities, including providing information about innovative and successful strategies for serving dislocated workers, with local areas serving smaller layoffs.
f. Assist in devising and overseeing strategies for: 1) layoff aversion, such as prefeasibility studies of avoiding a plant closure through an option for a company or group, including the workers, to purchase the plant or company and continue it in operation; and 2) linkages with economic development activities at the Federal, State and local levels, including the Federal Department of Commerce programs and available State and local business retention and recruitment activities as referenced on www.eda.gov.

1.2.3 **Prohibited Activities Pursuant to DOL Federal Regulation-WIA Section 181(e)**:

Under WIA Section 181(e), Limitation of Funds, no funds available under this title shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under this title.

CONTRACTOR shall not engage in any of the prohibited activities listed below pursuant to EDD Directive WIAD05-18:

a. Train affected workers to upgrade skills for another position in company;
b. Complete Unemployment Insurance applications;
c. Conduct interview technique workshops*;
d. Conduct job search assistance and resume writing workshops*; and
e. Have a job fair or information expo not related to a dislocation event.

*CONTRACTOR may conduct group workshops (e.g. job search assistance and/or resume writing workshops) as part of on-site Rapid Response to business closures or significant layoffs only with prior "WRITTEN APPROVAL" from the COUNTY.

1.2.4 CONTRACTOR shall provide employer with appropriate referrals and assistance, i.e., Layoff Aversion, EDD, NAFTA/Trade Adjustment Assistance (TAA) and referrals to other workforce partners.

1.2.4.1 Lay-Off Aversions Strategies

If applicable, CONTRACTOR shall coordinate with the business and relevant agencies to assess layoff aversion potentials and devise layoff aversion strategies as needed. This may include:

a. Referrals to other workforce partners, and community and government services, such as Small Business Development Centers and Los Angeles Economic Development Corporation and financial planning entities;
b. Develop a plan which includes, at a minimum, strategies to be used, timelines and responsible parties; and

c. Follow-up with the business to ensure that the plan is being implemented.

2.0 SPECIFIC TASKS

2.1 CONTRACTOR shall be the designated entity to receive all WARN/Non-WARN notices in the Local Workforce Investment Area (LWIA) by the COUNTY via the following website: http://css.lacounty.gov/Wia/Rapid.html, or by telephone/fax notification, whichever method is most expedient and timely.

2.1.1 CONTRACTOR must respond to a WARN **within 24 hours** of being notified by the COUNTY.

2.1.2 CONTRACTOR must provide Rapid Response services directly to the affected businesses and employees as defined in Section 2.1 and the Required and Allowable activities in Sections 1.2.1 and 1.2.2 herein above.

2.1.3 CONTRACTOR shall accommodate all work hour shifts, including day, evening and night shifts in order to be responsive to the companies' needs and to accommodate the employees' work schedules.

2.1.4 CONTRACTOR shall implement an emergency back-up plan which includes, but is not limited to, providing 24/7 coverage, cross-training staff on Rapid Response activities and/or hiring additional staff, in the event of multiple WARNs.

2.2 If the CONTRACTOR becomes aware of a non-WARN dislocation (under 75 employees over a sixty day period), the CONTRACTOR shall advise the CSS Rapid Response Coordinator within 24 hours and the same procedures will be followed as stated in Subsections 2.1.1 through 2.1.4 above.

2.3 CONTRACTOR shall conduct an assessment, which shall include on-site visits/planning meetings with the employer. Representatives of the affected workers and the local community may be present. The assessment may include:

a. Employer's layoff plans and scheduled layoff dates;
b. An analysis of the potential of averting the layoff;
c. Development of re-employment prospects for workers in the local community; and,
d. Linking of affected workers with all available resources to meet their short and long-term assistance needs.

2.4 CONTRACTOR shall describe all WorkSource/One Stop Center services available to impacted workers which may include:

a. Employment listings, job banks, pre-screened qualified candidates;
b. Customized training sessions for new or incumbent employees;
c. Free, full-service technical center, including computer, Internet, fax, copier and telephone access;
d. Workshops or seminars on critical employment themes, resume writing, job search strategies and interviewing techniques; and,
e. Personalized career counseling and planning.

2.5 CONTRACTOR shall coordinate with the local EDD Rapid Response Coordinator (please refer to Appendix S, (EDD Office Management Contact Roster) to provide orientations (on-site, group activities) to impacted workers and assess transferable skills. Accepted activities at orientations and assessments include informing impacted workers of the following:

a. Unemployment Insurance Benefit information;
b. Job Services;
c. NAFTA and Trade Adjustment Act (TAA): and
d. Consolidated Omnibus Budget Reconciliation Act (COBRA)

2.5.1 In addition, CONTRACTORs shall offer the following:

a. Referral to financial counseling/planning resources;
b. Access to various training opportunities and training programs that will help successfully transition the impacted worker to other in demand jobs and industries that are on the rise; and
c. Exploration of customized training opportunities through the WorkSource/One-Stop Center workforce development system and other available resources through the State and/or other funding organizations that can be leveraged to benefit the impacted organization.

2.6 CONTRACTOR shall provide a full-time Program Manager or designated alternate. CONTRACTOR shall provide a telephone number where the Program Manager may be accessible to accommodate all work hour shifts, including day, evening and night shifts in order to be responsive to the companies' needs and to the employees' work schedules.

2.6.1 The Program Manager/Alternate shall act as a central point of contact with the COUNTY. The Program Manager /Alternate shall demonstrate a minimum of three (3) years experience in providing Rapid Response services or equivalent or similar services.

2.6.2 The Program Manager/Alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the

Contract. Program Manager/Alternate shall be able to effectively communicate, in English, both orally and in writing.

2.6.3 The Program Manager shall be responsible for the overall management and coordination of the Contract.

2.7 CONTRACTOR shall be responsible for all training of new personnel and shall issue all related Rapid Response materials, as specified in this Contract. It is the responsibility of the CONTRACTOR to disseminate information to all personnel working on this Contract, including all revisions, additions or deletions to Rapid Response tasks at the request of the COUNTY.

2.8 CONTRACTOR shall use all applicable WIA materials approved by the COUNTY.

2.8.1 CONTRACTOR shall provide businesses and Rapid Response participants with appropriate and relevant materials to accompany the activities and services being provided.

2.8.2 CONTRACTOR will be responsible for purchasing L/WIB-approved, Rapid Response-related materials.

2.9 CONTRACTOR shall maintain an office with a telephone in the affected company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, to handle all Rapid Response related responsibilities. When the office is closed, an answering service shall be provided to receive calls.

2.10 CONTRACTOR and CONTRACTOR's personnel are required to follow all Federal, State and local laws that apply to the providing of Rapid Response services under this Contract.

2.11 CONTRACTOR must comply with all Federal WIA regulations, State directives, and County directives.

2.12 CONTRACTOR's WorkSource Centers, training locations and/or office sites must be compliant with the Americans with Disabilities Act (ADA).

2.13 CONTRACTOR shall prominently post U.S. Department of Labor, Occupational Safety & Health Administration (OSHA) poster 3165, informing personnel of their rights and responsibilities. For additional information, call the U.S. Department of Labor, OSHA at (800) 321-OSHA (6742) or contact them through their web-address: *www.osha.gov*.

2.14 Forms

The forms that are applicable to this Contract will be provided to the CONTRACTOR by the COUNTY'S Rapid Response Coordinator upon award of this Contract. All forms are included in Appendix D, Unique Attachments, Exhibit 25, of the RFP.

2.14.1 Rapid Response Sign-In Sheet

CONTRACTOR must have all employees at the Rapid Response Orientation fill out the Sign- in Sheet. CONTRACTOR must include employer name, date and time on the Sign-In Sheet prior to submitting to the COUNTY.

2.14.2 Orientation Evaluation Form

CONTRACTOR shall distribute the "Orientation Evaluation" form to Rapid Response participants to complete after conducting the orientation. The "Orientation Evaluation" Form must be collected from the participants and returned to the COUNTY with attached copies of the dated, sign-in sheets with employer's name and employee signatures.

2.14.3 Rapid Response Survey

CONTRACTOR shall also distribute the "Rapid Response Survey" to participants early in the orientation and assist participants in selecting their choice of WorkSource or One-Stop Center. CONTRACTOR shall verify that employer's name is written on each survey prior to returning completed surveys to the COUNTY.

2.14.4 Rapid Response Required Activities On-Site Visit Form (WIA 121)

CONTRACTOR must file a WIA 121 Form with the COUNTY for any employer site visit to assist dislocated workers in obtaining reemployment because of a permanent closure or layoff of employees at a plant, business facility, or enterprise.

Reportable on-site visits include WARN and non-WARN events. If multiple sessions are conducted on the same day, at a single location, and for a single employer, complete the WIA 121 with consolidated information for that specific date, location, and employer. Complete separate WIA 121s for each on-site visit occurring on different days, at different locations, or at different employers. Job fairs should not be recorded under these requirements, unless they are conducted as part of the on-site

response to a significant dislocation. The WIA 121 may be used to determine future allocations.

CONTRACTOR shall complete the WIA 121 at the end of each Rapid Response and TAA orientation, planning meeting, workshop, or contact made with the employer. All on-site visits must be reported and submitted electronically within seven (7) work days to the following COUNTY e-mail address: RapidResponse@css.lacounty.gov

2.15 CONTRACTOR shall submit all other Rapid Response Forms mentioned in Section 2.14 within seven (7) work days from the date of activity to the attention of:

WIA Rapid Response Coordinator

Community and Senior Services

3175 W. 6th Street, Box 6

Los Angeles. CA 90020-1708

or by fax: (213) 381-8120

2.16 CONTRACTOR shall plan accordingly for the entire Fiscal Year based on the allocation provided and projected companies filing WARN and Non-WARNs in previous years. Activities must take into account:

a. WARN takes priority over a non-WARN.
b. Provide Small Business Assistance (layoff aversion) when applicable.

2.17 Invoice Process

CONTRACTORS must ensure that the accrued expenditures for each month are reported on the WIA Rapid Response Program Invoices. Monthly invoices are **due the 10th calendar day of the month**. Please submit all requests **WITH TWO ORIGINAL SIGNED COPIES** to:

Community & Senior Services
3175 West Sixth Street,
Los Angeles, CA 90020 Attn: Kathye A. Pouncey
Contract Payment Unit

3.0 PERFORMANCE MEASURES/GOALS and MINIMUM REQUIREMENTS:
The proposed Contract will include the following Performance Measures which are consistent with the federal WIA Rapid Response regulations.

CONTRACTOR shall ensure that the services provided under this Contract contribute to the goal indicated in this Contract.

Community and Senior Services has adopted the following measures to ensure efficiency for the Rapid Response CONTRACTOR. Performance Measures are defined by:

a. the number of WARN and non-WARN layoffs;
b. the total number of participants served; and
c. the Rapid Response Orientation Evaluations (Customer Satisfaction).

CONTRACTOR must meet the following Performance Measures and Minimum Requirements:

RAPID RESPONSE PERFORMANCE MEASURES	**STANDARD**
CONTRACTOR provides satisfactory services to participants, as measured by the Rapid Response Orientation Evaluation (Customer Satisfaction).	95% satisfied participants
CONTRACTOR generates their own non-WARNS by conducting business outreach.	Minimum requirement of Five (5) non-WARNs per month.
CONTRACTOR responds to WARNs and Non-WARNs assigned by CSS.	100% of WARNs and Non-WARNs
RAPID RESPONSE MINIMUM REQUIREMENTS	**STANDARD**
CONTRACTOR provides sufficient personnel to perform all work specified herein.	100% for duration of the contract
CONTRACTOR completes “Rapid Response On-Site Visitation Report” upon completion of each pre-planning meeting, RR & TAA orientation, workshop, any on-site visits or contact made with the employer.	100% tracking of WIA Form 121.
CONTRACTOR reports and submits WIA Form 121s electronically to CSS within 7 work days .	100% tracking of WIA Form 121.
CONTRACTOR shall contact the business within 24 hours for all WARNs and Non-WARNs.	100% of contact response time within 24 hours

CONTRACTOR attends all Rapid Response related meetings as per State EDD and/or County notifications, including, but not limited to the monthly Rapid Response Round Table which are held at various locations throughout Southern California.	A minimum of one Rapid Response representative shall be present at all of the Rapid Response related meetings.
CONTRACTOR prepares WARN/Non-WARN Monthly Reports for all dislocation events.	Submitted to COUNTY by the 1st of each month via email at RapidResponse@css.lacounty.gov

Failure to comply with the minimum requirements/performance measures will result in disciplinary action, which includes, but not limited to, warnings, suspension and recommendation to reallocate funding as ordered by the WIB Executive Director.

4.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

The CONTRACTOR shall establish and utilize a comprehensive Quality Assurance Plan (QAP) to assure the COUNTY of a consistently high level of service throughout the term of this Contract. The Plan shall be submitted to the Contract Compliance Manager (CCM) for review and approval on the contract start date, with revisions submitted as changes occur. The Plan shall include, but is not limited to, the following:

4.1 A method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality.

4.2 A method for assuring that professional staff rendering services under this Contract, has the necessary prerequisites.

4.3 A method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

4.4 A commitment to provide to the COUNTY, upon request, a record of all inspections, the corrective action taken, the time when problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

4.5 A method for continuing to provide services to the COUNTY in the event of a strike or other labor action of the CONTRACTOR's employees.

4.6 A method of safeguarding the integrity of the COUNTY's WIA Rapid Response Program by actively preventing against all forms of fraud.

5.0 QUALITY ASSURANCE MONITORING

The CCM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this Contract using the quality assurance procedures specified in this Statement of Work and Technical Exhibit C, PRS Chart. All monitoring will be conducted in accordance with Section 9.0, sub-paragraph 9.20, of the Sample Contract COUNTY's Quality Assurance Plan.

TECHNICAL EXHIBIT B

RAPID RESPONSE
PERFORMANCE REQUIREMENTS

1. INTRODUCTION

This technical exhibit lists the required service, which will be monitored by the COUNTY during the term of this Agreement. It indicates the Required Service, Performance Indicator and Service Standard.

All listings of services used in this Performance Requirement Summary are intended to be completely consistent with the Contract and the Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the Contract and the Statement of Work. In any case of apparent inconsistency between Services as stated in the Contract and the Statement of Work and this Performance Requirement Summary, the meaning apparent in the Contract and the Statement of Work will prevail. If any Service seems to be created in this Performance Requirement Summary which is not clearly and forthrightly set forth in the Contract and the Statement of Work, that apparent Service will be null and void and place no requirement on CONTRACTOR.

The Performance Requirement Summary Chart is attached as Technical Exhibit C and:

1. Indicates the Required Service;
2. Defines the Performance Indicator; and
3. Reference Section of the Contract.

2. PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this technical exhibit and lists this Contract's requirements considered most critical to acceptable contract performance (Column 2 of chart).

3. UNSATISFACTORY PERFORMANCE REMEDIES

When the CONTRACTOR's performance does not conform within the requirements of this Contract, the COUNTY will have the option to apply the following nonperformance remedies:

1. Require CONTRACTOR to implement a formal Corrective Action Plan, subject to COUNTY approval. In the Plan, CONTRACTOR must include reasons for the unacceptable performance including not meeting

performance measure specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

2. Suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

3. Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) work days, shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR's future invoice.

   This section does not preclude the COUNTY's right to terminate any resultant contract upon thirty-day (30) written notice with or without cause.

TECHNICAL EXHIBIT B (Con'd)

RAPID RESPONSE PERFORMANCE REQUIREMENTS SUMMARY

- Satisfy 95% of all participants with services provided
- Generate five (5) monthly Non-WARNs
- Respond to WARNs and Non-WARNs assigned by CSS.
- Provide sufficient personnel to perform all work specified in contract.
- Complete "Rapid Response On-Site Visitation Report" (Form 121) upon completion of each pre-planning meeting, RR & TAA orientation, workshop, any on-site visits or contact made with the employer.
- Contact the affected business within 24 hours for all WARNs and Non-WARNs.
- Attend all Rapid Response related meetings as per State EDD and/or COUNTY notifications, including, but not limited to the monthly Rapid Response Round Table held throughout Southern California.
- Prepare WARN/Non-WARN Monthly Reports for CSS on all dislocation events.
- Submit fiscal invoices on a monthly basis by the 10th calendar day of the following month
- Follow guidelines that delineate EDD's position on what are required and allowable Rapid Response activities according to DOL CFR 20, Part 665, Section #665-310, 665-320, and DOL WIA Section 181(e).
- Implement an emergency back-up plan which includes, but is not limited to, providing 24/7 coverage, and/or hiring additional staff, in the event of multiple WARNs.
- Notify CSS within 24 hours if CONTRACTOR becomes aware of a Non-WARN
- Describe all WorkSource/One-Stop Center services available to impacted workers as stated in the SOW.
- Coordinate with the local EDD Rapid Response Coordinator on all orientations.
- Provide a full-time Program Manager or designated alternate with a telephone number where the Program Manager may be accessible to accommodate all work hour shifts.
- Purchase and use all applicable WIA materials.
- Comply with all Federal WIA regulations, State Directives and County Directives.
- Follow all Federal DOL, State EDD and LACWIB laws and policies applicable to Rapid Response.
- Comply with the Americans with Disabilities Act (ADA) and OSHA.
- Complete and submit all Rapid Response forms provided by CSS within seven (7) work days from the date of activity.
- Establish and maintain a Quality Assurance Plan to assure the requirements of the Contract are met.

TECHNICAL EXHIBIT C
PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART
WIA RAPID RESPONSE SERVICES

Required Service Satisfy 95% of all participants with services provided	**Performance Indicator** The Rapid Response Orientation Evaluation (Customer Satisfaction) submitted by Contractor.	**Service Standard** Contract Exhibit A, Section 2.16
Generate five (5) monthly Non-WARNs	Business Outreach conducted by Contractor.	Contract Exhibit A, Section 2.16
Respond to WARNs and Non-WARNs assigned by CSS.	Database of completed Form 121s for all WARNs and Non-WARNs assigned.	Contract Exhibit A, Section 2.16
Provide sufficient personnel to perform all work specified in contract.	Completed Form 121s	Contract Exhibit A, Section 2.16
Complete "Rapid Response On-Site Visitation Report" (Form 121) upon completion of each pre-planning meeting, RR & TAA orientation, workshop, any on-site visits or contact made with the employer.	100% Tracking on Form 121, which must be reported to CSS in a timely manner.	Contract Exhibit A, Section 2.15
Contact the affected business within 24 hours for all WARNs and Non-WARNs.	Email received from Contractor to provide update on assigned WARN/Non-WARN	Contract Exhibit A, Section 2.16
Attend all Rapid Response related meetings as per State EDD and/or County notifications, including, but not limited to the monthly Rapid Response Round Table held throughout Southern California.	Attendance records, meeting minutes which show at least one Rapid Response representative from the Contractor's office.	Contract — Exhibit A, Section 2.16
Prepare WARN/Non-WARN Monthly Reports for CSS on all dislocation events.	Reports submitted to CSS that indicate number of dislocation events for the month.	Contract — Exhibit A, Section 2.14

Submit fiscal invoices on a monthly basis by the 10th calendar day of the following month	Contractor's fiscal records and Accounting Tracking Logs	Contract — Exhibit A, Section 2.18
Follow guidelines that delineate EDD's position on what are required and allowable Rapid Response activities according to DOL CFR 20, Part 665, Section #665-310, 665-320, and DOL WIA Section 181(e).	Contractor's records	Contract — Exhibit A, Section 1 .2
Implement an emergency back-up plan with includes, but is not limited to, providing 24/7 coverage, cross-training staff on Rapid Response activities and/or hiring additional staff, in the event of multiple WARNs.	Documentation (Form 121, emails, etc.) submitted to CSS with timely responses.	Contract — Exhibit A, Section 2.1.4
Notify CSS within 24 hours if Contractor becomes aware of a Non-WARN	Rapid Response Database tracking	Contract — Exhibit A, Section 2.2
Describe all WorkSource/One-Stop Center services available to impacted workers as stated in the SOW.	Contractor's records	Contract — Exhibit A, Part 2.4
Coordinate with the local EDD Rapid Response Coordinator on all orientations.	Contractor's records, Form 121	Contract- Exhibit A, Part 2.5
Provide a full-time Program Manager or designated alternate with a telephone number where the Program Manager may be accessible to accommodate all work hour shifts.	Contractor's file.	Contract- Exhibit A, Section 2.6
Purchase and use all applicable WIA materials.	As approved by the County.	Contract- Exhibit A, Section 2.8
Comply with all Federal WIA regulations, State Directives and County Directives.	Directives and Notices sent to Contractor via email and hard copy.	Contract- Exhibit A, Section 2.11
Follow all Federal DOL, State EDD and LACWIB laws and policies applicable to Rapid Response.	Directives and Notices sent to Contractor via email and hard copy.	Contract- Exhibit A, Section 2.10

Comply with the Americans with Disabilities Act (ADA) and OSHA.	Certifications conducted by CSS.	Contract-Exhibit A, Section 2.12 - 2.13
Complete and submit all Rapid Response forms provided by CSS within seven (7) work days from the date of activity.	Records on file at CSS	Contract Exhibit A, Section 2.14 - 2.15
Establish and maintain a Quality Assurance Plan to assure the requirements of the contract are met.	Copy on file at CSS.	Contract-Exhibit A, Section 3.1

EXHIBIT B

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

WIA PROGRAM
BUDGET SUMMARY

AGENCY NAME:				
CONTACT NAME:				
CONTACT TELEPHONE:				

A. COST ACTIVITY SUMMARY

PROGRAM ACTIVITY		AMOUNT BUDGETED
Rapid Response		
Total Costs	$	

B. QUARTERLY EXPENDITURES OF PROGRAM COSTS - CUMULATIVE

WIA PROGRAM	SEPTEMBER	DECEMBER	MARCH	JUNE
Rapid Response				
TOTAL COSTS	$ -	$ -	$ -	$ -

County of Los Angeles

WIA RAPID RESPONSE LINE ITEM BUDGET

AGENCY NAME:	

LINE ITEM EXPENDITURES	
PERSONNEL COSTS	**TOTAL**
Staff Salaries & Wages	
Staff Fringe Benefits	
Sub-Total Personnel Costs	

NON-PERSONNEL COSTS	
Facility (Rent)	
Utilities (Telephone, Gas, Electricity, Water)	
Janitorial Services	
Maintenance Repairs	
Monitoring	
Computer Hardware/Software Purchase	
Office Equipment	
Training Materials	
Consumable Supplies	
Advertisement	
Print / Reproduction	
Business Services	
Professional Services	
Consultant	
Audit	
Travel	
Meeting/Conferences	
Insurance:	
A) Liability/Automobile	
B) Building	
Staff Training/Workshops/TA	
Other	
Sub-Total Non-Personnel Costs	

County of Los Angeles
Community and Senior Services
WIA RAPID RESPONSE LINE ITEM BUDGET

LINE ITEM EXPENDITURES	
SUBCONTRACTORS/CONSULTANT COSTS	**TOTAL**
Sub-Total Subcontractors Costs	
***Indirect Cost Rate**	
% of	
Sub-Total Indirect Cost	
GRAND TOTAL	

County of Los Angeles
Workforce Investment Act (WIA)
WIA RAPID RESPONSE

Contractor Name: _____

LINE ITEM EXPENDITURES		
LINE ITEM EXPENDITURES	**Description/Justification For Line Item Expenditures (Show All Calculations Where Possible)**	**Rapid Response TOTAL**
Facility (Rent)		
Utilities (Telephone, Gas, Electricity, Water)		
Janitorial Services		
Maintenance Repairs		
Monitoring		
Computer Hardware/Software Purchase		
Office Equipment		
Training Materials		
Consumable Supplies		
Advertisement		
Print / Reproduction		
Business Services (1%)		
Professional Services		
Consultant		
Audit		
Travel		
Meeting/Conferences		
Insurance:		
A) Liability/Automobile		
B) Building		
Staff Training/Workshops/TA		
Other		

County of Los Angeles
WORKFORCE INVESTMENT ACT (WIA)

WIA RAPID RESPONSE
PERSONNEL SCHEDULE

POSITION TITLE (1 Staff position per line)	#	Annual Salary	% of Time	TOTAL
Sub-Total Staff Salaries				

EMPLOYER EXPENSES, CONTRIBUTIONS AND BENEFITS			
Employment Taxes / Benefits			TOTAL
Sub-Total Staff Benefits			
Grand Total			

EXHIBIT C

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

CSS DIRECTOR:

Name: **Cynthia Banks**

Title: **Director**

Address: **3175 West Sixth Street**
Los Angeles, CA 90020

Telephone: **(213) 738-4208**

Facsimile: **(213) 380-8275**

E-Mail Address: cbanks@css.co.la.ca.us

COUNTY CONTRACT MANAGEMENT MANAGER (CMM):

Name: **Carol Domingo**

Title: **Program Manager**

Address: **3175 West Sixth Street**
Los Angeles, CA 90020

Telephone: **(213) 738-5090**

Facsimile: **(213) 639-1695**

E-Mail Address: cdomingo@css.lacounty.gov

COUNTY CONTRACT COMPLIANCE MANAGER (CCM):

Name: **Jackie Sakane**

Title: **Compliance Manager**

Address: **3175 West Sixth Street**
Los Angeles, CA 90020

Telephone: **(213) 739-7321**

Facsimile: **(213) 639-1695**

E-Mail Address: jsakane@css.lacounty.gov

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____
CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT E

REQUIRED DOCUMENTS

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (Please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:
CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by the persons or entities specified below unless the Board of Supervisors finds that special circumstances exist that justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____
Proposer's Name

_____
Proposer's Official Title

_____
Official's Signature

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

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

CONTRACTOR'S EEO CERTIFICATION

_____
Proposer/Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	**State:**	**Zip Code:**
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ❑ **My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.**

- ❑ **My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

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

  "Affiliate or subsidiary of a business dominant in its field of operation" **means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.**

- ❑ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II: Certification of Compliance

- ❑ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents,** or **my company will have and adhere to such a policy prior to award of the contract.**

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

Print Name:	**Title:**
Signature:	**Date:**

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:
Your employer referenced above has entered into a contract with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the COUNTY of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any agreement between any person or entity and the COUNTY of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the COUNTY. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the COUNTY of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR Name _____ Contract No _____

Non-Employee Name _____

GENERAL INFORMATION:
The CONTRACTOR referenced above has entered into a contract with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the CONTRACTOR referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the CONTRACTOR referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the COUNTY of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any agreement between any person or entity and the COUNTY of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced CONTRACTOR for the COUNTY. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced CONTRACTOR and the COUNTY of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced CONTRACTOR.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced CONTRACTOR or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced CONTRACTOR any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced CONTRACTOR upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G

Safely Surrendered

No shame. No blame. No names.

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

www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

EXHIBIT H
ATTACHMENTS

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than $38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of $824, he or she must file a 2006 tax return to get the $824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)
Cat. No.205991

ATTACHMENT II

AUDITOR–CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by COUNTY departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (CONTRACTORS) who contract with the COUNTY.

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (CONTRACTOR), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

CONTRACTORS may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.

- ♦ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income, etc.).

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

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
    - COUNTY payments (one per funding source)
    - Contributions
    - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)

- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

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

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

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

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

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

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

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each COUNTY program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that agents use the expense account titles on the monthly invoice submitted to the COUNTY.
- If the CONTRACTOR uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.

- CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

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

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

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

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent CONTRACTORS.

2.7 CONTRACTOR Invoices

Each agent shall present an invoice to the COUNTY each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the COUNTY's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the COUNTY.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's Agreement.

3.2 Supporting Documentation

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

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.
Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the Participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies. Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

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

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

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

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

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

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract/Agreement must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to COUNTY representatives, upon request, during working hours, during the duration of the contract/Agreement and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the COUNTY within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

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

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract/agreement revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.
Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy.
The bank reconciliation should be signed by both the preparer and the reviewer.
Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

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

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

A second signature shall be required on all checks, unless otherwise specified in contract/agreement.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract/agreement.

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the COUNTY to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

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

2.4 Credit Cards

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

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.
Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

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

3.0 TIMEKEEPING

3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee’s authorized salary rate
- Employee information sheet
- Resume and/or application

- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

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

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract/agreement, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts/agreements or programs taken as a whole.
Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

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

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the COUNTY.

Separation of Duties

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

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

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

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The COUNTY recommends all fixed assets with an acquisition cost of $1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract/Agreement funds are to be used solely for the benefit of the Contract/Agreement and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of COUNTY property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract/Agreement funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets, in accordance with their Contract/Agreement.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The COUNTY will determine the disposition of unspent program funds upon termination of the contract/agreement.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract/agreement, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.
The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example

Agency-wide indirect costs	$250,000
Less: Capital expenditures	10,000
Allocable indirect costs	240,000

Total agency-wide indirect salaries	$1,000,000
Indirect cost rate ($240,000/$1,000,000)	24%
Program direct salaries	$100,000
Program indirect costs (24% x $100,000)	$24,000

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

   - Basis of accounting (cash or accrual)
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - Indirect cost rate allocation base

2. Identify the CONTRACTOR’s direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY and used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

ATTACHMENT III

USER COMPLAINT REPORT
DISPUTE RESOLUTION PROGRAM

This form is to be used by CSS staff of the Dispute Resolution Program to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the COUNTY Contract Management Manager (CMM) for this Contract/Agreement.

Date of Report:	CSS Employee Name:
CSS Office Address:	
Phone No.	E-mail Address:
Date(s) of Incident(s):	

Below, please check the appropriate boxes and explain each incident separately:

☐ CONTRACTOR's Program Director is not responding to messages.

☐ CONTRACTOR's staff not available or not responding to messages.

☐ CONTRACTOR making staff changes without notification to the COUNTY.

☐ Illegal or inappropriate behavior by CONTRACTOR's staff.

☐ CONTRACTOR not submitting reports or maintaining records as required.

☐ CONTRACTOR not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe):

_____

_____

_____

_____

_____

To report an urgent/serious problem, call Carol Domingo, Program Manager at: (213) 738-5090.

Send UCR to Jackie Sakane, Compliance Manager, at 3175 West Sixth Street, 4th Floor Room 403, Los Angeles, CA 90020.

ATTACHMENT IV

Cost Allocation

"AGENCY NAME"

COST ALLOCATION PLAN
PROGRAM YEAR 2009-10

I. GENERAL INFORMATION

A. POLICY

This cost allocation plan is based on the guidelines and requirements of the Dispute Resolution Program regarding the allocation and categorization of costs.

The plan describes the methods used to collect, analyze and distribute shared costs by the ___*Agency Name*___. The methodologies and procedures described in the plan have been developed in accordance with Generally Accepted Accounting Principles and regulations applicable to the Dispute Resolution Program.

B. APPLICABILITY

The cost allocation plan is applicable to all grants and contracts entered into by ___*Agency*___.

(If applicable)
Costs associated with Subcontractor expenditures are allocated by those organizations in accordance with the same guidelines and principles established by the Dispute Resolution Program for all recipients and sub-recipients receiving Federal funds.

II. ORGANIZATIONAL STRUCTURE

The ___*Agency Name*___, a __*type of organization (e.g. non-profit, local government)*___, administers dispute resolution program services . This agency receives funding from the ___*funding from the funding source*___ for the administration of the Dispute Resolution Program.

For purposes of this cost allocation plan, __*Agency Name*__functions are categorized as follows:

A. Budget Cost Categories - The budget categories listed below are those that have been determined through review and analysis to benefit either directly or indirectly Dispute Resolution Program grants and contracts administered by ___*Agency Name*___.

- **Personnel**
- **Travel**
- **Space**
- **Consumable Supplies**
- **Equipment**
- **Other**

The costs for which the benefit can be directly identified, will be charged to the benefiting grant and category. Shared costs will be charged based on either employee time reporting or number of Participants served by activity.

Programs Administered Directly by ___*Agency Name*__:

The programmatic aspects of the following programs are administered by the agency. In addition to the directly identifiable costs associated with these programs, each bears a burden of shared administrative costs based on the burden of direct grant expenditures to total direct grant expenditures for the period.

III. COST ALLOCATION:

All costs are allocated based on documented information. Such costs, defined as shared costs, are pooled for the purpose of allocation. The agency pools administrative costs, both personnel and non-personnel (operating costs), for purposes of allocation to all programs administered.

The agency will review and update this plan no less than annually or when there is a significant change in funding or allocation.

The above plan applies to funds administered by __*Agency Name*__ for the period July 1, 2010 through June 30, 2011.

ATTACHMENT V

COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM
JOINT REVENUE DISCLOSURE

Contract #: _____

Agency Name: _____

Prepared By: _____ Date Prepared: _____

List all revenue coming to Contractor (include foundation grants and donations)

	Revenue Source (Grant Title)	Dollar Amount	Grant Period Month/Day/Year
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
	TOTAL		

Attachment VI

FIXED ASSETS/EQUIPMENT PURCHASE REQUIREMENTS

I. FIXED ASSETS/PURCHASES

Fixed assets: equipment with a value ≥ $5,000.
Non-fixed assets: equipment with a value < $5,000, but ≥ $500.

A. Procurement of Fixed Assets (Computer equipment/supplies, furniture, vehicles, etc.)

1. Equipment inventory requirements for items purchased with program funds are contained in the Fixed Assets Section of the Standard Terms and Conditions of the contract. All contractors must adhere to the applicable Code of Federal Regulations (CFR) and/or Federal Office of Management Budget (OMB) Circulars that include: CFR Title 29 Parts 95 and 97, and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.

2. If the program guidelines governing the contracted services indicate that equipment may be purchased, the County has established procurement guidelines that the Contractor must adhere to.

   i. Prior to the purchase/acquisition of equipment items, approval must be obtained from the County. **No** equipment with a value over $5,000 may be purchased without prior approval from the County and, as mandated by State regulations and guidelines, the County must receive prior approval from the funding source.

   ii. The contractor must ensure that the cost of the equipment is reasonable and the item(s) is necessary for the provision of services contracted under this contract.

   iii. All equipment purchased with program funds and provided to the Contractor must be used for the benefit of the program for which it was purchased and funded by.

B. Title

1. All equipment purchased in excess of $500 will remain the property of the County until such time as the County approves final disposition of the equipment.

2. At all times titles to vehicles reside with the Federal Pass-through agency and remain the residual property of the Federal government.

II. INVENTORY REQUIREMENTS

A. Equipment/Inventory Tracking

1. The County requires an updated list of all contractors' inventory and backup, support records (receipts of purchase, purchase orders, etc.) every two years or more frequently, if necessary. Contractors are to conduct a **physical inventory** of property and equipment and reconcile the results with the property records at least once every two years, or as necessary. The physical inventory should include all furniture, property, and equipment purchased with contract funds **IN EXCESS OF $500.** Since Federal and State funding sources mandate all furniture, property, and equipment must be reported **AND** properly identified (tagged with County property program identification tags), your agency must complete and submit an Inventory Control Form (see Attachment XVI) that allows the inclusion of all required information (see II. A.2.). If your agency requires property program identification tags and/or Inventory Control Form, contact your County Analyst, who will

forward tags and a form to you. Tags must be affixed to applicable items in an area were they are visible or easily accessible to examine.

2. Agencies are required to maintain property records that include a description of the property, program tag number, serial number or other identification number, the funding source, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, property location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property, if applicable. Adequate maintenance procedures must be in place to keep property and equipment in good condition.

3. Agencies must have in place a control system to ensure adequate safeguards against loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

4. If no furniture, property, or equipment has been purchased in excess of $500 for the program year, a letter must be submitted for each program year, which indicates no inventory was purchased for your Program(s). All property and equipment must be tagged and complete tag numbers included on the Inventory Control Form. This includes furniture, office equipment, computer equipment, and computer or office-related equipment (does not include computer keyboards, mice, etc.). Use a separate Inventory Control Form for each program OR columns that provide dual sources percentage or dollar splits. Applicable back up support documentation must be "in order" and attached to each Inventory Control Form or separated out by program if dual sources were used to purchase inventory.

III. INVENTORY DISPOSAL AND SALVAGE POLICIES AND PROCEDURES

A. Federal and State regulations allow salvage and/or surplus items of equipment that are less than $5,000 in the **aggregate** to be "sold or otherwise disposed of," with the exception that the following policies and procedures are in place and adhered to at the time of sale, transfer, and/or final disposition of the inventory:

1. Contractors are required to obtain prior approval from Los Angeles County for inventory/salvage disposal or transfer, and have supporting documents for all purchases made with Federal, State, and/or County funds. Your office should be in receipt of purchase orders and/or receipts for all items purchased that are reflected on the inventory form(s);

2. Inventory that is being transferred after the program (which the inventory was purchased for) has ended or contractor agency closure can only be transferred to another federally funded program. The inventory must be retagged with identification tags of the new program and a Inventory Control Form submitted which include old and new tag identification numbers;

3. If inventory will be sold, proper sales procedures must be in place that provide for competition to the extent practicable and result in the highest possible return prior to any sale program inventory. Income from the sale of salvaged inventory becomes program income. Prior approval for the use of program income must be obtained from CSS in accordance with contract terms;

4. Disposition records that include the description of the equipment, current market value, sale date, sale price, and dealer or auctioneer information must be kept for all sale transactions for a minimum of three years;

5. Sales revenue information resulting from the sale of the inventory must be recorded and kept on file for a minimum of three years;

6. Contracted agencies may donate salvage inventory as long as the inventory has first been offered and declined by all other County departments and the donation does not create a conflict of interest for Los Angeles County or the contracted agency, i.e., agency employees, or employees' family members, businesses which employ or have a relationship with agency employees or employees' family members, businesses conducting business with the agency, and agency adult and/or youth participants, etc. **Agencies must obtain approval from the County to donate salvage equipment. Contractors must obtain (from the recipient of the donated item(s)) receipts acknowledging the donated item(s) and forward copies of the receipts to the County within two weeks of the donation.** It is recommended that agencies obtain a liability waiver for donated items;

7. All items being disposed of, transferred, sold, or donated must include a current fair-market value. One or more of the following methods can determine the value: Orion Computer Blue Book, professional/expert appraisal, public advertisement, industry quotation, etc.; and,

8. All inventory records (including purchase orders) must be retained for a minimum of three years from the date of acquisition through final disposition (salvage disposal) and be available for collection and/or viewing, if necessary. Additionally, all disposal records must be retained for a minimum of <u>five years</u>.

Attachment VII

Administrative Directive/Limited English Proficiency Clients

Document will be provided when finalized.

ATTACHMENT VIII

COUNTY OF LOS ANGELES

Inventory Control Form

PROGRAM TITLE _____ **PROGRAM YEAR(S)** _____

Agency Name: _____ Address: _____
City: _____ Zip: _____

Completed By: _____ Title: _____ Telephone: _____

County Tag I.D. No.	Funding Source (Program)	If dual sources, indicate % split, i.e. 25% Program A and 75% Program B		Description (Monitor, CPU, desk, etc.)	Brand Name	Model Name or Model No.	Serial No.	Location of Property (office, room #)	Property assigned to (name)	Condition of Property*	P.O. #	Date Purchased	Unit Price

* V = Very Good G = Good F = Fair P = Poor S = Salvage D = Disposed of

I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this form is correct to the best of my knowledge, and all purchases were made in accordance with conditions of our contract and are in compliance with local, State, and federal regulations.

Signed By: _____ **Title:** _____ **Date:** ____ /____/____

ATTACHMENT IX

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 3). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitment.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 3 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFD-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. **Type of Federal Action**	2. **Status of Federal Action**	3. **Report Type**:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** year_____ quarter_____ date of last report _____

4. **Name and Address of Reporting Entity:** **Prime** **Subawardee** **Tier** _____**,** *if known***:** Congressional District, *if known*:	5. **If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, *if applicable*:
8. **Federal Action Number,** *if known:*	9. **Award Amount,** *if known:* $
10.a. **Name and Address of Lobbying Entity** (if individual, last name, first name, MI):	b. **Individual Performing Services** (include address if different from No. 10a.) (last name, first name, MI):

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

11. **Amount of Payment** (check all that apply): $ actual planned 12. **Form of Payment** (check all that apply): a. cash b. in-kind; specify: nature _____ value _____	13. **Type of Payment** (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:_____

14. **Brief Description of Services Performed or to be Performed and date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated on Item 11:**

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

15. **Continuation Sheet (s) SF-LLL-A attached:** Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____of _____

ATTACHMENT X

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Grantee/Contractor Organization Program/Title

Name and Title of Authorized Signatory

Signature Date

*Note: In these instances, “All,” in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).