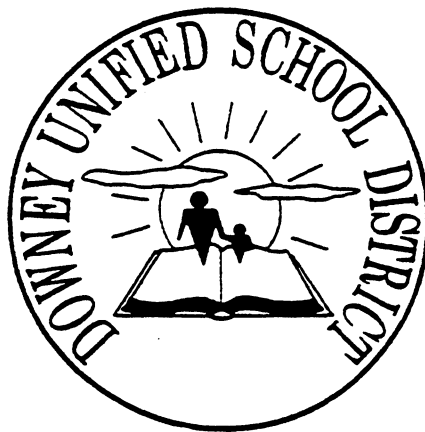


BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT



Contract with Los Angeles County Office of Education

July 15, 2021 - REGULAR MEETING

BOARD ROOM, GALLEGOS ADMINISTRATION CENTER

11627 Brookshire Avenue, Downey, California 90241

LOS ANGELES COUNTY OFFICE OF EDUCATION
CONTRACT
TO
PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING
2020-2023

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "LEA Subcontractor". LACOE and LEA Subcontractor may be referred to individually as "Party" or collectively as "Parties" hereinafter.

RECITALS

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board") and the County of Los Angeles Department of Public Health ("County") declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country and has delegated authority to enter into agreements necessary to support the County's continued efforts to assist and address the health, safety and welfare of County residents during the COVID-19 pandemic and in compliance with the requirements of the federal and state funding source for such agreement.

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Catalog of Federal Domestic Assistance (CFDA) Number 93.323, which has been designated as Reopening Schools Fund.

WHEREAS, County and LACOE entered into a contract on June 7, 2021 to provide school-based COVID-19 testing in K-12 schools using a portion of Reopening Schools Fund (Exhibit B - Prime Contract).

WHEREAS, LACOE hereby subcontracts with LEA Subcontractor for school-based COVID-19 testing in K-12 schools as specified in Exhibit A - Statement of Work, attached hereto, incorporated herein, and made a part hereof.

WHEREAS, LEA Subcontractor is a subrecipient of this grant with all the duties and obligations of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to perform in accordance with Exhibit A – Statement of Work.

1. TERM

This Contract shall begin on June 7, 2021 and continue in full force and effect through July 31, 2022 (expiration date) unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

2. COMPENSATION

- a. For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed Three Million Four Hundred Eighty-Seven Thousand Eight Hundred Forty-Eight Dollars (\$3,487,848.00).
- b. LEA Subcontractor shall be reimbursed for authorized expenses pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month an invoice supported by financial activity of the period covered by the invoice.
- c. LEA Subcontractor shall receive advance payment for estimated categorical expenditures pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month.
- d. The LEA Subcontractor 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 in Exhibit A.
- e. The LEA Subcontractor shall have no claim against LACOE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the LEA Subcontractor after the expiration or termination of this Contract.

3. INDEMNIFICATION RESPONSIBILITIES

The LEA Subcontractor agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liabilities, costs, expenses (including, but not by way of limitation, attorney fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in conjunction to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of any negligence of the LEA Subcontractor or the negligence of any subcontractor, agent; firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to services or operations performed in execution of the Contract; and (2) injury, damage, or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity

(including LACOE) arising out of, or incidental to, or occurring as a result of, any error, omission, or failure to perform, of the LEA Subcontractor, or any error, omission, or failure to perform, of any subcontractor, agent, firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract.

Without limiting the generality of the foregoing, the indemnification responsibilities of LEA Subcontractor apply to any claims filed by County against LACOE for failure to pay an invoice and/or any claims filed by a vendor against LACOE for LEA Subcontractor's failure to comply with the terms and conditions of this Contract.

4. INSURANCE

4.1 Without limiting the LEA Subcontractor, its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in this Section 8 referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section 8 referred to as LACOE), and as a material condition of this Contract, the LEA Subcontractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

4.2 Minimum Scope and Limits of Insurance

4.2.1 Commercial General Liability Coverage, with limits of not less than the following.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to name County, LACOE, their governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.

4.2.2 Business Automobile Liability Coverage with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits for each single accident. Insurance shall cover liability arising out of LEA Subcontractor's use of autos pursuant to

this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

4.2.4 Sexual Misconduct Liability covering actual or alleged claims for sexual misconduct and/or molestation with minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

4.3 Endorsements

The LEA Subcontractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that County, LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be e-mailed to Lacoe@ebix.com

4.4 Other Insurance Provisions

The LEA Subcontractor shall cause its insurance policies to be amended to state the following:

4.4.1 The LEA Subcontractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the LEA Subcontractor's insurance and shall not contribute to it.

4.4.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.

4.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.

4.4.4 LEA Subcontractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor LEA Subcontractor's insurance in accordance with the foregoing provisions.

5. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the LEA Subcontractor is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

6. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the LEA Subcontractor agrees to comply with all Federal, State, and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

7. NOTIFICATION

Any notice, request, demand or other communication to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered; shall be delivered by email, personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE: Contracts Section
 Los Angeles County Office of Education
 9300 Imperial Highway, ECW Room 133,
 Downey, CA 90242-2890

For LEA: Mailing Address is LEA Subcontractor's Office.

8. MODIFICATIONS

This document contains the entire Contract between the parties and may be modified only in writing signed by both parties.

9. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, State and Federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

10. CHOICE OF LAW OR VENUE

The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any laws which direct the application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Contract shall be Los Angeles County.

11. ASSIGNMENT

Neither party shall assign this Contract without the written consent of the other.

12. SEVERABILITY /WAIVER

12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

13. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights; duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

14. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA Subcontractor, including all

subcontractors, shall fully comply with the provisions of the Education Code Sections 45125.1, 45125, 44830 and 44830.1.

15. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

16. ALCOHOL AND DRUG-FREE WORKPLACE

The LEA Subcontractor hereby certifies under penalty of perjury under the laws of the State of California that LEA Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

17. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to LEA Subcontractor under this agreement, and the LEA Subcontractor shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12S49)

By executing this contractual instrument, LEA Subcontractor certifies to the best

of its knowledge and belief that it and its principals:

- 19.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 19.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 19.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 19.2 above, of this certification; and,
- 19.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

20. TERMINATION

20.1 Termination for Convenience

If LACOE elects to terminate this Agreement for LACOE's convenience, such termination shall be effective upon delivery of said Notice of Termination to the LEA Subcontractor, unless a later date is specified in the Notice of Termination. Thereafter, LACOE shall pay the LEA Subcontractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, the LEA Subcontractor shall have no further claims against LACOE under this Agreement.

20.2 Termination for Default

20.2.1 Default

LACOE may terminate this Agreement due to LEA Subcontractor's default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against LEA; or, (b) a receiver or trustee is appointed for LEA Subcontractor; or (c) LEA Subcontractor makes an assignment for the benefit of its creditors; or (d) LEA Subcontractor becomes insolvent, which shall be deemed to have occurred if LEA Subcontractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not LEA Subcontractor has committed the act of

bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

LACOE may also terminate this Agreement due to an LEA Subcontractor's default if the LEA Subcontractor has become the subject of revocation proceedings by its authorizer and has ceased providing instruction to its students.

20.2.2 Material Breach

LACOE may terminate this Agreement if LEA Subcontractor breaches any material term or violates any material provision of this Agreement and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written "Notice to Cure Deficiency."

21. SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE's SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS Contract dated June 7, 2021 with the County of Los Angeles Department of Public Health (Exhibit B - Prime Contract) and shall be subject to all of the provisions of such prime contract. LEA Subcontractor hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

22. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

23. EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against LACOE until approved or ratified by the Superintendent or designee.

24. CONFIDENTIALITY

LEA Subcontractor 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 and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

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

25. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

DOWNEY UNIFIED
SCHOOL DISTRICT

By _____
Patricia Smith
Chief Financial Officer

By _____
John A. Garcia, Jr., Ph.D.

Date _____
ab-6/24
ROC-7/12/21

Title Superintendent

Date June 30, 2021

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFICE OF EDUCATION

SCHOOL-BASED COVID-19 TESTING
IN K-12 SCHOOLS

**LOS ANGELES COUNTY OFFICE OF EDUCATION
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (Public Health) is the recipient of a \$302,372,981 award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), Los Angeles County Department of Public Health (County) is working with Los Angeles County Office of Education (LACOE). LACOE will work with the local education agency (LEA) Subcontractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded and allowed to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Local education agency (LEA) will implement school-based testing in K-12 school sites in Los Angeles County. LEA Subcontractor will administer on-the-ground logistics for the implementation of a testing program, including planning and designing a testing program and protocol; conducting outreach to students, families and communities; conducting registration and consent for testing; administering and/or coordinating testing; providing notification of results to individuals tested; providing weekly testing data reports to LACOE, providing monthly financial reporting to LACOE; reporting positive results to Public Health via LACDPH existing protocols and requirements; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings.

County (LACDPH) and LACOE will routinely monitor LEA Subcontractor's progress in all elements of the project through routine reports and meetings. LEA Subcontractor will be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

3.1 Plan and Implement School-based Testing Programs in LEA K-12 school sites

- Develop or expand a comprehensive COVID-19 testing program that is ready for implementation during the 2021-2022 school year.
- Provide COVID-19 testing for staff and students in K-12 school sites and engaging in school activities.
- In coordination with County and LACOE, identify and engage with companies/vendors to support implementation of COVID-19 testing at schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA-compliant manner, and returning test results.
- Submit data via the IT systems and platforms identified and provided by LACOE to monitor a school-based testing program.
- As needed, designate or hire personnel support to implement and manage a school testing program. This may include, but is not limited to: logistics coordinator, school health services staff, reporting staff, and outreach staff.
- Order, receive and distribute test kits, PPE, and other necessary equipment for implementing school-based testing programs. Ensure testing companies, test suppliers, and laboratory vendors are approved by LACOE.
- Train personnel to administer the school testing program, including logistics, test administration, testing and monthly financial reporting to LACOE, HIPAA-compliant confidentiality, and results reporting to Public Health.

- Report COVID-19 cases and close contacts to Public Health for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Conduct outreach and mobilization on school-based testing among students and their parents/guardians/families and staff.
- Collaborate with LACOE and County to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs. Leverage feedback for continuous quality improvement and to strengthen implementation.

3.3 Personnel Support

- Hire personnel as needed to support the implementation of the school testing program. This may include, but not limited to: testing coordinator, logistics coordinator, reporting staff, school health services staff, and community outreach staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing implementation for this project, as well as a timely response to issues that arise. Testing program staff will be reimbursed at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.4 Coordination

- Attend scheduled meetings and other ad hoc meetings with LACOE.
- Provide updates on progress as requested by LACOE.

3.5 Monitoring and reporting

- Submit planning documents, including but not limited to budget planning tool with monthly spend estimations; overview/timeline of planned activities for testing program planning and implementation; testing program plan.
- Submit weekly progress report based on template provided by LACOE on programmatic progress.
- Submit monthly payment advance requests with estimated budget category expenditures.
- Submit monthly financial reports based on template provided by LACOE, including invoices, cost categorization, and all supporting documentation.
- Submit quarterly assessment report based on a reporting template developed by LACOE to assess the progress of district's testing program, and identify program successes and gaps.

- Submit final report including program, financial, and all reports required from Exhibit B - Prime Contract.
- Participate in monthly check-in meeting with LACOE Testing Program Leads.

4.0 RESPONSIBILITIES

LACOE and the LEA Subcontractor's responsibilities are as follows and those specified in Section 3 above LACOE and LEA Subcontractor:

4.1 LACOE Responsibilities

LACOE will allocate funding to LEA for implementation of school testing program. LACOE and the County Project Manager (County) will monitor LEA Subcontractor performance of the delivery of services specified in Section 3.0 above and provide direction relating to policy, information and procedural requirements. These responsibilities include, but are not limited to:

- 4.1.1 Designate a Testing Program Lead to oversee the project administration and support LEA to manage a project implementation plan.
- 4.1.2 Develop and provide an implementation plan with timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.1.3 Oversee the disbursement of Program Funds to LEA Subcontractor and conduct fiscal and administrative monitoring of Subcontractor, to be approved by County. Ensure clear communication to Subcontractor regarding requirements, templates, and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.1.4 Provide tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractor.
- 4.1.5 Provide a template for the weekly progress report, monthly financial report, quarterly reporting assessment, and all other required materials to be submitted by Subcontractor.
- 4.1.6 Elicit and synthesize recommendations and lessons learned from Subcontractor, including opportunities for coordination,

collaboration, and learning regarding implementing and delivering school-based testing and health services.

- 4.1.7 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.
- 4.1.8 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the LEA to ensure all tasks, deliverables, goods, services are provided by LEA are in accordance with the terms and conditions set forth in the Contract.
- 4.1.9 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County.
- 4.1.10 Host monthly check-in meeting with LEA programmatic lead.

4.2 LEA Subcontractor Responsibilities

LEA Subcontractor will plan, design, and implement a school-based, COVID-19 testing program to support alignment with public health protocols regarding school-site COVID-19 safety measures. Subcontractor is required to use Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractor must work with LACOE who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractor may include, but are not limited to:

- 4.2.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with LACOE's Testing Program Leads to

check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, results notification, and reporting positive test results on the COVID-19 Case and Contact Line List for the Education Sector to Public Health. Subcontractor lead will serve as a liaison to County (Department of Public Health) on site-level protocols for school reopening and exposure management and will report and coordinate with County when COVID-19 cases are identified on the school campus.

- 4.2.2 Review and affirm ability to follow the standard implementation plan provided by LACOE, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 4.2.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project.
- 4.2.4. Submit weekly progress reports and monthly financial reports to LACOE. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested (student and staff)
- Number of Testing Locations
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (type of test; total and positive tests)
- Total Positive Tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Reports

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period for determined categories (as outlined in a financial report template to be provided by LACOE, which will include but is not limited to submission of invoices, personnel activity reports, general ledger).

Advance Payment Requests

Request the amount of funds needed in the reporting period for the determined budget categories (as outlined in a financial request template to be provided by LACOE).

Final Reporting

Provide final programmatic and financial reporting data via template to be provided by LACOE.

- 4.2.5 Adhere to County protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector, available here: <http://publichealth.lacounty.gov/acd/Diseases/EpiForms/C OVID OBlinelist Education Sector.xlsm>
- 4.2.6 Participate in monthly meetings with LACOE and additional meetings as needed with LACOE, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

5.0 Project Specific Work Requirements

5.1 Subcontractor Staffing Infrastructure

- 5.1.1 Subcontractor shall designate one programmatic lead who will oversee the School-based COVID-19 Testing in K-12 Schools and act as the central point of contact with LACOE, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Subcontractor's programmatic lead is responsible for:
 - Providing programmatic, fiscal and administrative oversight of funds;
 - Participating in meetings with LACOE, as needed, to discuss updates and/or concerns;
 - Providing regular updates to LACOE regarding administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and any additional reports are provided to LACOE in accordance with the requirements set forth in Section 7, below; and
 - Comply with as well as monitor Subcontractor's compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title

IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

- 5.1.2 Programmatic lead shall have the following training and experience, including but not limited to:
- Demonstrated experience in managing fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
 - Strong oral, written, organizational, communication, and interpersonal skills.
 - Knowledge and experience with contract management for COVID-19 and K-12 LEAs.
- 5.1.3 LACOE must have access to the Subcontractor's programmatic lead during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Subcontractor shall provide a telephone number where the programmatic lead may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.
- 5.1.4 Subcontractor's programmatic lead will act as the liaison on behalf of the Subcontractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract.
- 5.1.5 Subcontractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Requirements

The requirements for the selected Subcontractor may include but are not limited to:

- One of the local education agencies (LEAs) that serve children in public and charter schools within Los Angeles County. LEA must be authorized for the 2021-2022 school year.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

6.0 PAYMENTS

6.1 LACOE to Subcontractor

LACOE will provide Subcontractor advance payments according to a schedule determined by LACOE and the County. The LACOE may

approve other advances required by Subcontractor as its sole discretion. Additional advances can be issued as agreed by LACOE and Subcontractor.

Subcontractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County or their designee, per the terms of this Contract.

Subcontractor shall provide a monthly invoice to LACOE that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by LACOE regarding the services for which claims are to be made and any and all payments made to Subcontractor. Invoices shall be submitted to LACOE within fifteen (15) calendar days after the close of each calendar month.

Subcontractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by LACOE; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Please see LA County contract for required financial documents.

6.2 Subcontractor to Other Subcontractors

For purposes of this Contract, subcontracts must be approved in advance in writing by LACOE or authorized designee(s). In the event that LACOE consents to any subcontracting, LEA Subcontractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by LACOE.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Subcontractor's Contract and this Statement of Work, other required reporting documentation may include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Planning documents as requested by LACOE to ascertain program development feasibility and status.
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by LACOE
- Final Reporting using template provided by LACOE, to include programmatic and financial data.

LEA Subcontractor Programmatic Lead:

Name: Robert Jagielski, Ed.D.
 Title: Senior Director, Student Safety
 Phone: 562-469-6564
 Email: rjagielski@dusd.net
 Address: 11627 Brookshire Ave., Downey CA 90241

LEA Authorized Officials:

Name: John A. Garcia, Jr., Ph.D.
 Title: Superintendent
 Phone: 562-469-6510
 Email: jgarcia@dusd.net
 Address: 11627 Brookshire Ave., Downey CA 90241

Name: Christina Aragon
 Title: Associate Superintendent
 Phone: 562-469-6520
 Email: caragon@dusd.net
 Address: 11627 Brookshire Ave., Downey CA 90241

Notices to the LEA Subcontractor shall be copied to the following individuals:

Name: Robert Jagielski, Ed.D.
Title: Senior Director, Student Safety
Email: rjagielski@dusd.net

Name: Sophia Alexander
Title: District Lead Nurse
Email: salexander@dusd.net

Name: Michael Martinez
Title: Senior Director, Budget & Finance
Email: mimartinez@dusd.net

EXHIBIT B

Contract No. PH-004608



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

LOS ANGELES COUNTY OFFICE OF EDUCATION

FOR

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

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STANDARD EXHIBITS

Exhibit A – Statement(s) of Work
 Exhibit B – Scope(s) of Work (Intentionally Omitted)
 Exhibit C – Budget(s)
 Exhibit D – Contractor's EEO Certification
 Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
 Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
 Exhibit G – Jury Service Program

UNIQUE EXHIBITS

Exhibit H – Charitable Contributions Certification
 Exhibit I – Federal Provisions
 Exhibit J – County's Administration
 Exhibit K – Contractor's Administration

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered on June 7, 2021,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

LOS ANGELES COUNTY OFFICE OF
EDUCATION
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on March 4, 2020, the Board and the Department of Public Health (DPH) declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country; and

WHEREAS, on October 13, 2020, the Board of Supervisors delegated authority to the Acting CEO, or her designee(s) which includes departments, in consultation with County Counsel, to enter into, execute, amend, and if necessary, terminate, agreements, including sole source, necessary to support of the County's continued efforts to assist and address the health, safety, and welfare of County residents during the COVID-19 pandemic and in compliance with requirements of the federal or state funding source for such agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide School-based COVID-19 Testing in K-12 Schools for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Assistance Listing Number 93.323, which have been designated as Reopening Schools Funds of which a portion has been designated to this contract; and

WHEREAS, Contractor is a subrecipient of this grant with all the duties and obligation of that designation attached.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J, and K 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, budget, 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 terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

Unique Exhibits

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Federal Provisions
- Exhibit J – County's Administration
- Exhibit K – Contractor's Administration

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon execution and shall continue in full force and effect through July 31, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify (Program Office) 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 (Program Office) at the address herein provided in Exhibit J.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of date of execution through July 31, 2022, the maximum obligation of County for all services provided hereunder shall not exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. 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 person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval. Email or written correspondence from the County's Project Director or designee acknowledging and approving Contractor's request shall constitute prior written approval.

C. 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 sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph, NOTICES.

D. 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.

6. USE OF FUNDS:

A. The Contractor shall receive advances of the maximum obligation not to exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413) with the first partial payment mutually agreed by the Parties on or around July 6, 2021 but no later than July 10, 2021 for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The County may approve other advances required by Contractor at County's sole discretion. Additional advances can be issued as agreed by County and Contractor. No written Amendment is required.

C. The Contractor shall invoice against the advancements only for the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

D. The Contractor shall provide a monthly invoice to the County. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

E. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month directly to the County's Project Director per instructions herein provided in Exhibit J.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within sixty (60) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

G. If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

H. The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

I. If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

J. Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

K. The Contractor agrees to separate the funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Funds under this Contract shall be separated from any other funding received by the Contractor. Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>. Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Any interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

L. The Contractor agrees to refund any unused portion of the Program Funds, including any interest earned on the Program Funds, upon completion or termination of this Contract, less any administration, coordination, and management costs, which are not to exceed twelve percent (12%) of Program Funds. Such administrative, coordination, and management costs shall be in conformance with agreed upon term between County and Contractor.

M. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

N. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold 10 percent (10%) of payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

8. CONFIDENTIALITY:

A. 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 and procedures relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information.

B. Contractor 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 CONFIDENTIALITY Paragraph. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by 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 shall be entitled to 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 any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

However, Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, to the extent that this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

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

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: 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 this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") 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.

A. 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 the 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 ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor 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 dollars (\$50,000), 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 – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

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 any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. 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 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 Provisions herein.

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

D. 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. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

F. 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.

G. Waivers 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.

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

Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

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

J. 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 to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

12. INSURANCE COVERAGE REQUIREMENTS:

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

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

B. 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.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If 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 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven (7) 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.

E. 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 Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. The above Paragraphs A through E do not apply to the "LEA Database" software program to be developed through the course of this Contract which shall be jointly owned by the County and Contractor, in accordance with Federal grant requirements.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated

with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials which include reference to the County or its Departments utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material that reference funding shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director

of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's

request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the

Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder

through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of

County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE OR RESTRICTIONS ON LOBBYING:

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

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. 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 Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable

contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either being 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 Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

17E. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any

and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above 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.

D. 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 sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17F. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the

County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 9300 Imperial Highway, Downey, CA 90242. Contractor's business telephone number is (562) 922-6360, and electronic Mail (e-mail) address is Communications@lacoed.edu.

Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Acute Communicable Disease Control Program
313 North Figueroa Street, Room 212
Los Angeles, California 90012

Attention: Project Director

- (2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, Suite #210
Commerce, California 90022

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) Los Angeles County Office of Education
Office of the Deputy Superintendent
9300 Imperial Highway
Downey, CA 90242

Attention: Mr. Arturo Valdez

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the right to approve or disapprove the Contractor's Project Manager as referenced in Exhibit K.

Contractor's Staff Identification: Contractor and its subcontractors will have identification when working on county facilities. The county shall provide appropriate visitor badges as necessary to access facilities at their own cost.

C. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will have passed a background investigation consistent with the requirements for employees of educational entities. This background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. During the term of the Contract, the County may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and

replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff, any information obtained through the criminal history review.

During the term of the Contract, the Contractor may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the Contractor will not provide to County nor to County's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. If applicable, the Contractor shall notify the County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. 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 County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. If applicable, 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 transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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.

24. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTIONS: In the event that the Board 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. County's notice to 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, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 45 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County

budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall use its existing system and procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The complaint procedure shall be made public.

C. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

D. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

E. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

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

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by

reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor 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, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures County shall indemnify, defend and hold harmless Contractor, its trustees, 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 County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted 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 shall be entitled to reimbursement from

Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. 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 herein by reference into and made a part of this Contract.

(1) Written Employee Jury Service Policy: 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 adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 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 Contract.

(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, at 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.

31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

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

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History to the extent it is consistent with California Education Code. Contractor's violation of this 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.

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

A. 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.

B. 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.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. 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. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

C. Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, to the extent that this does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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.

B. 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission

which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

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

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. 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 interest of the County.

H. 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.

I. 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.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through

Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in 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).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will continue to monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by 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.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During any time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. 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.

B. 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.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of immigrants and others and that all its employees performing work under this Contract meet the citizenship or immigrant status requirements set forth in federal 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 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.

B. 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.

44. DATA ENCRYPTION: Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for

Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

45. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

46. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

REPRESENTATIONS:

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

B. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the Paragraph, ALTERATION OF TERMS/AMENDMENTS, and received via communications facilities (facsimile, email or electronic signature), as legally

sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

47. 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.

48. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar

event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

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

51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

52. INDEPENDENT CONTRACTOR STATUS:

A. 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.

B. 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.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, either solely employees of the Contractor or employees of subcontractors and not employees of the County. The Contractor shall be solely liable and responsible for either furnishing or ensuring the furnishing of any and all Workers' Compensation benefits to any employee 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. Contractor will notify all subcontractors performing work under this contract of the subcontractors' obligation to provide Workers' Compensation benefits to their employees performing work under this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

53. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder.

Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

54. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

55. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age,

marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of

understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to 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 Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

56. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

57. 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 notice thereof, including all relevant information, to the other party.

58. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

59. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The 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 No. 1015.

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

61. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:
Notwithstanding the above, the Contractor and the 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.

62. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

63. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those

documents which were required to be submitted, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act unless the County has failed or refused to provide the documents of its own decision or action.

64. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals,

guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

65. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an

affidavit sworn to and executed by Contractor's duly constituted officers,
containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or

sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

66. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

67. RECYCLED CONTENT 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-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

68. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any

future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract. Personnel shall be qualified.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract. Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel, including in-service activities. Such activities shall be planned and scheduled in advance and shall be conducted on a continuing basis.

70. SUBCONTRACTING:

A. It is expected that the Contractor will engage various local education agencies as subcontractors. For purposes of this Contract, a subcontract template(s), proposed list of Subcontractors, associated funding allocation and/or any amendment to those must be approved in advance in

writing by Director or authorized designee(s). Contractor's request to Director for approval shall include:

- (1) The list of proposed Subcontractors.
- (2) The subcontract template which shall include a detailed description of the services to be provided by the subcontract.
- (3) The associated funding allocations shall include the proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) Any amendment associated with the subcontract which shall identify any changes to the documents listed in (1) through (3) above. The amendment may take the form of a template and list of subcontract(s) that it will apply to.
- (5) Any other information and/or certification(s) requested by Director.

B. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

C. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or

other compensation to all Subcontractors, and their officers, employees, and agents.

D. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. The County must provide advance notice, no less than 30 days, to Contractor of County's intent to withdraw consent. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right, from 30 days after providing notice to Contractor of County's intent to withdraw consent. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract and/or amendment(s) entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective

date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

E. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

F. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

G. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor's employees.

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

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of

written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph , TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor a 45 calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

73. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period

as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph , TERMINATION FOR CONVENIENCE.

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

74. TERMINATION FOR GRATUITIES AND/OR IMPROPER

CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

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

75. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

77. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

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

78. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it

can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

79. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

80. 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.

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

82. WARRANTY AGAINST CONTINGENT FEES:

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

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

83. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM:

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

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

84. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM: Failure of Contractor to maintain compliance with the requirements set

forth in Paragraph , WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, 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 ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Barbara Ferrer

By Barbara Ferrer (Jun 7, 2021 19:24 PDT)

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

LOS ANGELES COUNTY OFFICE OF
EDUCATION

Contractor

By Patricia Smith

Signature

Patricia Smith

Printed Name

Title Chief Financial Officer

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Karen Buehler

By Karen Buehler (Jun 7, 2021 14:51 PDT)

Contracts and Grants Division Management

Revised 08-2817 – Approved by Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

**COUNTY OF LOS ANGELES DEPARTMENT OF
PUBLIC HEALTH**

**SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS**

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (County) is the recipient of a three hundred two million, three hundred seventy-two thousand, nine hundred eighty-one dollar (\$302,372,981) award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 school year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), County will work with the Contractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded from entering K-12 school campuses and allowed only to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Contractor will directly fund local education agencies (LEAs), or school districts and charter schools, to implement school-based testing and/or provide materials and equipment to facilitate testing in all LEAs in LAC. Contractor will also support LEAs, in coordination with County, in identifying and/or funding an information technology (IT) system that has the following capabilities to monitor testing including, but not limited to: on-the-ground logistics for the implementation of project; conducting registration and consent for testing; providing notification of results to testers; reporting positive results to County; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings. Contractor will also develop and/or implement an IT system that will support the programmatic, financial, and contractual monitoring.

County will routinely monitor Contractor and LEA Subcontractors' (Subcontractors) progress in all elements of the project through routine reports and meetings. Contractor will also be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

Contractor will provide the following services including but not limited to:

3.1 Support School-based Testing Programs in K-12 LEAs

- Allocate funding to Subcontractors to support school-based testing.
- Distribute funding to Subcontractors in a timely manner.
- Develop/implement an IT system to conduct programmatic, financial, and contractual monitoring. .
- Identify the necessary companies/vendors in coordination with County to support Subcontractors in implementing COVID-19 testing at their schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPPA protected manner, and providing guidance on returning test results.
- Purchase and support IT systems to monitor a school-based testing program for Subcontractors and to ensure test results are linked to public health action in a HIPAA compliant manner.
- Provide guidance to Subcontractors with hiring personnel to support implementation and management of school testing program. This may include, but not be limited to logistics coordinator, school health services staff, and data management and reporting staff.
- Procure and/or provide guidance to Subcontractors on the distribution and receipt of test kits, PPE, and other necessary equipment for implementing school-based testing programs.

- Provide guidance to Subcontractors on the training of personnel to administer the school testing program, including logistics, test administration, HIPPA compliant confidentiality, and results reporting to County.
- Support Subcontractors in reporting COVID-19 cases and close contacts to County for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Coordinate with Subcontractors to conduct outreach and mobilization on school-based testing among students and their parents/guardians and staff.
- Perform targeted outreach to LEAs in geographic areas across the County with high need communities as determined by the Social Vulnerability Index and COVID-19 case rate data to improve participation in school testing programs.
- Establish an account to allow Subcontractors to fund costs associated with school-based testing programs.
- Review data from school-based testing program in coordination with County to provide feedback to Subcontractors on continuous quality improvement and to strengthen implementation.
- Collaborate with Subcontractors to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs.

3.2 Personnel Support

- Hire personnel as needed to support the coordination, management, and administration of the school testing program. This may include, but not limited to: project coordinator, contracts and finance manager, data management staff, logistics coordinator, and school health services staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing technical assistance and monitoring of this project, as well as a timely response to issues that arise. County will reimburse at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.3 Coordination

- Attend scheduled meetings and other ad hoc meetings with County.
- Provide updates on progress as requested by County.

3.4 Monitoring and reporting

- Submit weekly progress report based on template provided by County on programmatic progress
- Submit monthly financial reports based on template provided by County.
- Submit quarterly assessment report based on a reporting template developed by Contractor and approved by County to assess the progress of districts' and schools' testing programs, identify program gaps, and develop an action plan to correct gaps.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows and those specified in Section 3 above the County and Contractor:

4.1 County Responsibilities

County's County Project Manager will monitor Contractor performance of the delivery of Contractor services specified in Section 3.0 above and provide direction relating to policy, information, and procedural requirements. County will provide and be fully responsible for programmatic oversight, including ensuring that the School-based COVID-19 Testing in K-12 Schools support efforts of LEA Subcontractors align with public health protocols for a cohesive approach and substantial reach across LAC in high need populations.

County responsibilities will include:

- 4.1.1 Designate a Project Manager to oversee the project and provide programmatic staffing infrastructure to develop and manage a project implementation plan with input from Contractor.
- 4.1.2 Provide input to Contractor in drafting the statement of experience for prospective Subcontractors.
- 4.1.3 Provide programmatic guidance to Contractor and be responsible for ensuring that Subcontractors follow County protocols. Designate staff, Partner Agency Liaisons, to provide ongoing technical guidance and support to agencies.
- 4.1.4 Provide input to Contractor in the drafting of templates for the Subcontractors' Agreement and standard Statement of Work.
- 4.1.5 Provide a template for the weekly progress report and monthly financial report submitted by the Contractor and Subcontractors.

- 4.1.6 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the Contractor to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.

4.2 Contractor Responsibilities

Contractor shall develop agreements with Subcontractors, with County input and approval, to deliver services to LEAs highly impacted by COVID-19. These responsibilities include, but are not limited to:

- 4.2.1 Develop in consultation to County's Project Manager an implementation plan to include agreed upon timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.2.2 Oversee the disbursement of Program Funds to Subcontractors and conduct fiscal and administrative monitoring of Subcontractors. Submit copies of all required reporting (i.e. weekly progress report and monthly financial) to County for review and approval. Ensure clear communication to Subcontractors regarding requirements and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.2.3 Develop tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractors.
- 4.2.4 Provide progress updates through weekly progress and monthly financial reports to County to justify allocation of funds among the Subcontractors.
- 4.2.5 Elicit and synthesize recommendations and lessons learned from Subcontractors, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.2.6 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.

- 4.2.7 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County's Project Manager.
- 4.2.8 Provide a template for quarterly assessment report to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.
- 4.2.9 Develop Subcontractor's agreement and statement of work templates, with approval of County, per this Exhibit A and the Contract.

5.0 Project Specific Work Requirements

5.1 Contractor Staffing Infrastructure

- 5.1.1 Contractor shall designate one Project Manager who will oversee the School-based COVID-19 Testing in K-12 Schools project and act as the central point of contact with the County, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Contractor's Project Manager is responsible for:
 - Providing fiscal and administrative oversight of funds;
 - Providing guidance and recommendations on project planning, implementation, and selection of Subcontractors;
 - Participating in meetings with the County, as requested, to discuss updates and/or concerns;
 - Providing regular updates to County regarding Subcontractors' administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and quarterly assessment reports are provided to the County in accordance with the requirements set forth in Section 7, below; and
 - Comply with as well as monitor Subcontractors' compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the County Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Project Manager shall have the following training and experience, including but not limited to:

- A Master's degree in social services or public health (i.e., public health social work, anthropology, or public administration) or a relevant field or equivalent work experience is preferred.
- Demonstrated experience in working with LEAs, managing subcontractors or fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 school districts and charter schools.

5.1.3 County must have access to the Contractor's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Contractor's Program Manager will act as the liaison on behalf of the Contractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract and Subcontractors.

5.1.5 Contractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Selection Process

Contractor shall work with County to select and enter into agreements with an estimated 400 qualified Subcontractors that will coordinate the recruitment, hiring, supervision, and deployment of staff to conduct outreach and implementation of school-based testing among students and staff. Contractor will provide programmatic oversight and coordination across Subcontractors. Contractor will identify LEAs in geographic areas that meet the eligibility criteria below and collectively able to cover the high need communities across the County as determined by Healthy Places Index and COVID-19 case rate data. County will approve the available list of Subcontractors based on a review of meeting minimum requirements. The requirements for the selected Subcontractors may include but are not limited to:

- One of the LEAs that serve children in public and charter schools within Los Angeles County. This includes prioritized regions/neighborhoods and/or individuals/groups as indicated in Attachment 1 - Priority Communities, who have been disproportionately impacted by COVID-19 and the lack of resources related to the social determinants of health.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

5.3 Subcontractor Responsibilities

Contractor is required to coordinate across Subcontractors and ensure that the Subcontractors are using Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractors must work with Contractor who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractors may include, but are not limited to:

- 5.3.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with Contractor's Program Manager to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, and results notification, Subcontractor lead will serve as a liaison to and coordinate with County on site-level protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector.

- 5.3.2 Review and affirm ability to follow the standard implementation plan provided by Contractor, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 5.3.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project
- 5.3.4. Submit weekly progress report and monthly financial report to the Contractor. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (total and positive tests)
- Total positive tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Report

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period by the following categories (as outlined in the financial report template):

- Salary
- Fringe
- Equipment
- Travel
- Supplies
- Other
- Contractual
- Indirect Costs

- 5.3.5 Assist County with ensuring that data are tracked using templates provided by County, which is to include but not limited to:

School Tests

- Number of tests performed.
- Testing Platform used (e.g., PCR, Antigen)
- Testing Location

- Test results
- Contact information for Agency lead
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons that tested positive.
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons on campus who were exposed to the person who tested positive

5.3.6 Agencies may propose additional cost to spend staff time and resources to support the overall initiative and activities that is directly related to the statement of work.

5.3.7 Participate in meetings as needed with Contractor, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

6.0 PAYMENTS

6.1 County to Contractor

The maximum amount of the Contractor Contract is \$266,059,413. County will provide Contractor an advancement on or around July 6, 2021 but no later than July 10, 2021. The County may approve other advances required by Contractor as its sole discretion. Additional advances can be issued as agreed by County and Contractor.

Contractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

Contractor shall provide a monthly invoice to the County that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month.

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

6.2 Contractor to Subcontractors

For purposes of this Contract, a subcontract template must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract template shall include:

- Template subcontract
- Template statement of work
- Template budget

In the event that the Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by County.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Contractor's Contract, the Contractor will submit Subcontractor's weekly progress reports and monthly financial reports using templates provided by County. Other documentation will include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by County

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Individuals/Groups

- Alaska Native
- American Indian/Indigenous
- Asian
- Black/African American
- Native Hawaiian or Pacific Islander
- Latina/o/x
- Immigrants, including indigenous and undocumented individuals
- Limited English proficient communities
- Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, and Two-Spirited (LGBTQ+)
- People that are disabled
- Low-income individuals, including uninsured individuals and families
- Individuals experiencing homelessness
- Justice impacted people

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Regions and Neighborhoods

The following list includes the most disadvantaged regions and neighborhoods based on the [California Healthy Places Index \(HPI\)](#). The list below may be updated accordingly based on any updates to HPI and should be used in coordination with COVID-19 case and vaccination rates to guide targeted outreach.

Azusa	Lowell
Baldwin Park	Lynwood
Bell	Montebello
Bell Gardens	Monterey Park
Bellflower	Norwalk
Compton	Palmdale
Downey	Paramount
East Los Angeles	Pico Rivera
East Rancho Dominguez	Pico Union
El Monte	Pomona
Glendale	Rosemead
Glendora	Rowland Heights
Hawthorne	San Gabriel
Inglewood	Santa Clarita
La Puente	Santa Fe Springs
Lancaster	South El Monte
Lawndale	South Whittier
Lennox	Torrance
Long Beach	Westlake
Los Angeles	Whittier

EXHIBIT C**SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS****LOS ANGELES COUNTY OFFICE OF EDUCATION**

Budget Period
Execution Date
Through
July 31, 2022

Description	Amount
Salaries & Benefits	\$8,156,852
Travel	\$480,211
Equipment	\$1,721,600
Supplies	\$650,000
Other Costs <ul style="list-style-type: none">• Training• Data storage• Software Development• Outreach• Facilities (storage, upgrade/refit existing spaces)• Logistics• Reprographics• Other Administrative	\$4,586,000
Subcontracts <ul style="list-style-type: none">• K-12 local education agencies (LEAs)• Communications• Lab reporting platform• Data software management & support• Implementation Evaluation & Research• Higher Education Partnerships• Fiscal Monitoring/Reporting Support	\$247,562,284
Indirect Cost (10% LACOE Administrative Costs)	\$2,902,466
TOTAL PROGRAM BUDGET	\$ 266,059,413

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

CONTRACTOR'S EEO CERTIFICATION

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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Jun 7, 2021

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Los Angeles County Office of Education Contract No. PH-004608**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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: Jun 7, 2021

PRINTED NAME:

Pat Smith

POSITION:

Chief Financial Officer

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"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. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Los Angeles County Office of Education

Company Name

Address

9300 Imperial Highway, Downey CA 9024295-

Internal Revenue Service Employer Identification Number

95-6000942

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

Pat Smith

Jun 7, 2021

Date

Chief Financial Officer

Name and Title of Signer (please print)

FEDERAL PROVISIONS

I. DEFINITIONS

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

IV. DEBARMENT AND SUSPENSION

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C.** The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.** This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Sonoma." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No Contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

- D. Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. Subcontracts:** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

- A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A. General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United

States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C.** The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of \$10,000)

See Termination for Convenience provision in underlying Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Termination for Default provision in underlying Agreement.

XVII. CHANGES.

Any changes or modifications will be by written mutual agreement of the parties.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt 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 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.
- B.** Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime Contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when

possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F.** If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by

reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXIII. DPH SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT 1**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

Jun 7, 2021

Date

ATTACHMENT 2**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, loan, and cooperative agreements) and that all Contractors 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.



Contractor Signature

Jun 7, 2021

Date

COUNTY'S ADMINISTRATIONCONTRACTOR'S NAME: Los Angeles County Office of EducationCONTRACT NO.: PH-004608**COUNTY PROJECT DIRECTOR:**Name: Veronica Lee, PhD MPHTitle: Health Program Analyst IIIAddress: _____
_____Telephone: (213) 472-5432E-Mail Address: Vlee2@ph.lacounty.gov**COUNTY PROJECT MANAGER:**Name: Edith Hernandez, MPHTitle: Health Program Analyst IIIAddress: _____

Phone: _____

E-mail: Ehernandez3@ph.lacounty.gov**COUNTY CONTRACT PROJECT MONITOR:**

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

CONTRACTOR'S PROJECT MANAGER:

Name: Janice Phelps
Title: Director II
Address: 9300 Imperial Highway
Downey, CA 90242

Telephone: (562) 221-1363
E-Mail Address: Phelps_Janice@laoe.edu

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Patricia Smith
Title: Chief Financial Officer
Address: 9300 Imperial Highway
Downey, CA 90242

Phone: (562) 922-6124
E-mail: Smith_Pat@laoe.edu

Name:
Title:
Address:

Phone:
E-mail:

Notices to Contractor shall be sent to the following:

Name: Arturo Valdez
Title: Deputy Superintendent
Address: 9300 Imperial Highway
Downey, CA 90242

Phone: (562) 922-6129
E-mail: Valdez_Arturo@laoe.edu